



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० 44]

नई दिल्ली, शनिवार, नवम्बर 2, 1985/कार्तिक 11, 1907

No. 44]

NEW DELHI, SATURDAY, NOVEMBER 2, 1985/KARTIKA 11, 1907

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the  
Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 14 अक्टूबर, 1985

सूचनाएं

का.मा. 4991.—नोटरीज नियम 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री श्यामलाल सबनानी एडवोकेट, जयपुर राजस्थान ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर-व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/44/85—न्या.]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 14th October, 1985

NOTICES

S.O. 4991.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956,

985 GI/85—1

that application has been made to the said Authority under rule 4 of the said Rules, by Shri Shyam Lal Sabhnani, Advocate, Jaipur (Rajasthan) 171, Kanwar Nagar, Rajamal Ka Talab, Jaipur for appointment as a Notary to practise in Jaipur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(44)/85-Judl.]

का.मा० 4992.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री नारायण चन्द्र डे एडवोकेट 6 बोल्ल पोस्ट आफिस सेंट कलकत्ता—700001. ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे कलकत्ता 24 परगना व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए

[सं. 5/39/85—न्या.]

एस.गुप्त, सक्षम प्राधिकारी

S.O. 4992.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under

(5687)

rule 4 of the said Rules, by Shri Narayan Chandra De, Advocate, 6, Old Post Office St., Calcutta-700001 for appointment as a Notary to practise in Calcutta and 24 Parganas.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(39)/85-Judl.]

S. GOOPTU, Competent Authority

### वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 8 अगस्त, 1985

आयकर

का.आ. 4993:—आयकर अधिनियम, 1961 की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 3-6-1982 की अधिसूचना सं. 4664 (फा. सं. 398/21/82—आ.क. (ब.)) का अधिलेखन करते हुए केन्द्रीय सरकार एतद्वारा श्री जी.बी. चत्तर को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री जी.बी. चत्तर द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 6365 (फा.सं. 398/12/85—आ.क. (ब.))]

### MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 8th August, 1985

### INCOME-TAX

S.O. 4993.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961, and in supersession of Notification of the Government of India in the Department of Revenue No. 4664 F. No. 398/21/82-IT(B) dated the 3-6-1982, the Central Government hereby authorises Shri G. B. Chattar, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri G. B. Chattar takes over charge as Tax Recovery Officer.

[No. 6365/F. No. 398/12/85-IT(B)]

नई दिल्ली, 23 अगस्त, 1985

आयकर

का.आ. 4994:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अनुसरण में केन्द्रीय सरकार एतद्वारा नीचे स्तम्भ 4 में उल्लिखित अधिसूचना (अधिसूचनाओं) का अधिलेखन करते हुए नीचे स्तम्भ 3 में उल्लिखित कर वसूली अधिकारियों के रवाना पर नीचे स्तम्भ 2 में उल्लिखित व्यक्तियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत

कर वसूली अधिकारी (अधिकारियों) की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है:—

क्र.सं.	उन व्यक्तियों के नाम जिन्हें कर वसूली अधिकारी (अधिकारियों) की शक्तियों का प्रयोग करने के लिए प्राधिकृत किया जाना है	उन कर वसूली अधिकारी (अधिकारियों) के नाम जिनके स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों को प्राधिकृत किया जाना है	अधिलेखन की जाने वाली पुरानी अधिसूचना की संख्या और तारीख
---------	---	---	---

1	2	3	4
1.	श्री अशोक कुमार गोलवर	श्री ए. घोष	सं. 5207 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983
2.	श्री दीप्तिमय बोस	श्री ए. के. बसु	सं. 5209 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983
3.	श्री सचिन्द्र नं. हुसवर	श्री पी. बी. चौधरी	सं. 5211 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983
4.	श्री एन. एम. चौधरी	श्री एस. पी. मुखर्जी	सं. 5215 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983
5.	श्री गोबिंदहरि घोष	श्री पी. मल्लिक	सं. 5219 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983
6.	श्री शान्ति रंजन भट्टाचार्य	श्री बी. के. मित्रा	सं. 5223 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983
7.	श्री श्याम सुंदर घोष	श्री पी. के. घोष	सं. 5225 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.83
8.	श्री शिशिर र. घोष राय	श्री जे. सेन	सं. 5229 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.83
9.	श्री अक्षित कु. बैनर्जी	श्री एस. सी. चटर्जी	सं. 5231 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.83
10.	श्री सत्यव्रत सिन्हा राय	श्री जे. बी. घोष	सं. 5233 (फा. सं. 398/21/83-आ.क. (ब.)) दिनांक 4.6.1983

1	2	3	4	1	2	3	4
11. श्रीमति प्रतिमा दास	श्री एस. के. टटा-चार्जी	सं. 5236 (फा. सं. 398/21/83-आ. क. (ब.) दिनांक 4.6.1983					क. (ब.) दिनांक 4.6.1983
12. श्री मिलन कु. बरबोती	श्री पी. के. दास	सं. 5237 (फा. सं. 398/21/83-आ. क. (ब.) दिनांक 4.6.1983		16. श्री गौरेन्द्र कु. मुखर्जी	श्री एस. बी. भौमिक	सं. 5245 (फा. सं. 398/21/83-आ. क. (ब.) दिनांक 4.6.1983	
13. श्री समरेन्द्र न. मेहता	श्री बी. के. बोस	सं. 5239 (फा. सं. 398/21/83-आ. क. (ब.) दिनांक 4.6.1983		17. श्री कालिक च. आर्या	श्री के. पी. गुहा	सं. 5035 (फा. सं. 398/19/82-आ. क. (ब.) दिनांक 21.12.1982	
14. श्री तपन कु. मुखर्जी	श्री एच. डी. बेंजर्जी	सं. 5241 (फा. सं. 398/21/83-आ. क. (ब.) दिनांक 4.6.1983		2. यह अधिसूचना तत्काल लागू होगी और जहाँ तक स्तम्भ 2 में उल्लिखित व्यक्तियों का संबंध है, कर बसूलों अधिकारियों के रूप में उनके कार्यभार संभालने की तारीख (तारीखों) से लागू होगी			
15. श्री तपस च. बोस	श्री टी. पी. डे	सं. 5243 (फा. सं. 398/21/83-आ. क. (ब.) दिनांक 4.6.1983		[सं. 6383 (फा. सं. 398/23/85-आ. क. (ब.))]			

New Delhi the, 23rd August, 1985

## INCOME-TAX

S.O. 4994.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises the persons mentioned below in column 2, being the Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officers under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession of the Notification(s) mentioned below in column 4.

S. No.	Name of the persons to be authorised to exercise powers of Tax Recovery Officer(s)	Name of Tax Recovery Officer (s) in place of whom the persons mentioned in column 2 are to be authorised.	Old Notification No. and date to be superseded.
(1)	(2)	(3)	(4)
1	S/Shri Asok Kr. Goldar	S/Shri A. Ghosh	No. 5207 (F. No. 398/21 83-IT(B) dt. 4-6-1983
2	„ Diptimoy Bose	„ A.K. Basu	No. 5209 (F. No. 398/21/83-IT(B) dt. 4-6-1983
3	„ Sachindra N. Haldar	„ P.B. Chaudhury	No. 521. (F. No. 398/21/83-IT(B) dt. 4-6-1983
4	„ N.M. Chaudhury	„ S.P. Mukherjee	No. 5215 [F. No. 398/21/83-IT(B)] dt. 4-6-1983
5	„ Gourhari Ghosh	„ P. Mallick	No. 5219 (F. No. 398/2 /83-IT(B) dt. 4-6-1983
6	„ Santi Ranjan Bhattacharjee	„ B.K. Mitra	No. 5223 [F. No. 398/21/83-IT(B)] dt. 4-6-1983
7	„ Shyam Sunder Ghosh	„ P.K. Ghosh	No. 5225 [F. No. 398/21/83-IT(B)] dt. 4-6-1983
8	„ Sisir R. Ghosh Roy	„ J. Sen	No. 5229 [F. No. 398/21/83-IT(B)] dt. 4-6-83
9	„ Asit Kr. Banerjee	„ S.C. Chatterjee	No. 5231 [F. No. 398/21/83-IT(B)] dt. 4-6-83

(1)	(2)	(3)	(4)
10.	S/Shri Satyabrata Sinha Roy	S/Shri J.B. Ghosh	No. 5233 [F. No. 398/21/83-IT(B)] dt. 4-6-1983
11.	Smt. Pratima Das	„ S K. Bhattacharjee	No. 5235 [F. No. 398/21/83-IT(B)] dt. 4-6-1983
12.	S/Shri Milan Kr. Chakraborty	„ P.K. Das	No. 5237 [F. No. 398 21/83-IT(B)] dt. 4-6-1983
13.	„ Samarendra N Maitra	„ D.K. Bose	No. 5239 [F. No. 398/21 83-IT(B)] dt. 4-6-1983
14.	„ Tapan Kr. Mukherjee	„ H.D. Banerjee	No. 5241 [F. No. 398/21/83 IT(B)] dt. 4-6-1983
15.	„ Tapas Ch. Bose	„ T P. Dey	No. 5243 [F. No. 398/21/83 IT(B)] dt. 4-6-1983
16.	„ Sailendra K. Mukherjee	„ S.B. Bhowmick	No. 5245 [F. No. 398/21/83 IT(B)] dt. 4-4-1983
17.	„ Kartick Ch. Arrya	„ K P. Guha	No. 5035 [F. No. 398/19/82-IT(B)] dt. 21-12-1982

2. This notification shall come into force with immediate effect and in so far as persons mentioned in column 2 from the date(s) they take over charge (s) as Tax Recovery Officer(s).

[No. 6383(F. No. 398/23/85-IT(B))]

नई दिल्ली, 18 सितम्बर, 1985

आयकर

का.आ.4995.—आयकर अधिनियम 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 28-6-83 की अधिसूचना सं. 5297 [फा. सं. 398/28/83—आ. क. (ब.)] का अधिलक्षण करते हुए, केन्द्रीय सरकार एतद्वारा श्री आर. डी. गुप्ता को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत करवसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री आर. डी. गुप्ता द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 6424 फा./सं. 398/27/85—आ. क. (ब.)]

बी. ई. अलेक्जेंडर, अवर सचिव

New Delhi, the 18th September, 1985

INCOME-TAX

S.O. 4995.—In pursuance of sub-clause (iii) of clause 44 of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 5297 [F. No. 398/28/83-IT(B)] dated 28-6-83, the Central Government hereby authorises Shri R. D. Gupta, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri R. D. Gupta takes over charge as Tax Recovery Officer.

[No. 6424/F. No. 398/27/85-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 22 अगस्त, 1985

(आयकर)

का.आ. 4996—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) के उपखंड (iv) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त धारा के प्रयोजनार्थ "दि एसोसिएटेड चैम्बर्स आफ कामर्स एण्ड इंडस्ट्री आफ इण्डिया" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत जाने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6375(फा.सं. 197/127/83—आ.क. (मि-I)]

New Delhi, the 22nd August, 1985

(INCOME-TAX)

S.O. 4996.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Associated Chambers of Commerce & Industry of India" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6375/F. No. 197/127/83-IT(AI)]

का.आ. 4997.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) के उपखंड (iv) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खंड के प्रयोजनार्थ "दि इन्स्टीट्यूट आफ चार्टर्ड एकाउंटेंट्स आफ इण्डिया" को कर-निर्धारण वर्ष 1982-83 से 1984-85 के अन्तर्गत जाने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6378 फा. सं. 197/157/77-आ.क.मि.-I]

S.O. 4997.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Institute of Chartered Accountants of India" for



the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 6378/F. No. 197/157/44/77-IT(AI)]

नई दिल्ली, 23 अगस्त, 1985

का.आ. 4998.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ "श्री सत्य साई सेंट्रल ट्रस्ट, बम्बई" को कर-निर्धारण वर्ष 1984-85 से 1986-87 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6385/का.सं. 197/44/84-आ.क. (नि.-I)]

New Delhi, the 23rd August, 1985

S.O. 4998.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Sathya Sai Central Trust, Bombay" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1986-87.

[No. 6385/F. No. 197/44/84-IT(A)]

नई दिल्ली, 29 अगस्त, 1985

का.आ. 4999.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "कस्तूरबा गांधी नेशनल मेमोरियल ट्रस्ट, कस्तूरबा ग्राम, इंदौर" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6390/का.सं. 197-ए/64/82-आ.क. (नि.-I)]

New Delhi, the 29th August, 1985

S.O. 4999.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Kasturba Gandhi National Memorial Trust, Kasturbagram, Indore" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6390/F. No. 197-A/64/82-IT(A)]

का.आ. 5000.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "भारंगनाइजेशन आफ फार्मास्यूटिकल प्रोड्यूसर्स आफ इण्डिया" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6391/का.सं. 197/89/85-आ.क. (नि.-I)]

S.O. 5000.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Organisation of Pharmaceutical Producers of India" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6391/F. No. 197/89/85-IT(AI)]

का.आ. 5001.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "वि म्यूजिक अकादमी, मद्रास" को कर-निर्धारण वर्ष 1986-87 से 1988-1989 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6395/का.सं. 197/14/85-आ.क. (नि.-I)]

S.O. 5001.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Music Academy, Madras" for the purpose of the said section for the period covered by the assessment years 1986-87 to 1988-89.

[No. 6395/F. No. 197/14/85-IT(AI)]

का.आ. 5002.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "सेंटर फार पब्लिक सेक्टर स्टडीज, नई दिल्ली" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6397/का.सं. 197/179/83-आ.क. (नि.-I)]

S.O. 5002.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Centre for Public Sector Studies, New Delhi" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6397/F. No. 197/179/83-IT(AI)]

नई दिल्ली, 10 सितम्बर, 1985

का.आ. 5003.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "पिरोजशा गोद्रेज फाउंडेशन, बम्बई" को कर-निर्धारण वर्ष 1985-86 से 1987-88 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6414/का.सं. 197/78/84-आ.क. (नि.-I)]

New Delhi, the 10th September, 1985

S.O. 5003.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Pirojsha Godrej Foundation, Bombay" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6414/F. No. 197/78/84-IT(AI)]

का.आ. 5004.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "भारतीय संसदीय वल" को कर-निर्धारण वर्ष 1987-88 से 1989-90 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6415/का.सं. 197/92/85-आ.क. (नि.-I)]

S.O. 5004.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Indian Parliamentary Group" for the purpose of the said section for the period covered by the assessment years 1987-88 to 1989-90.

[No. 6415/F. No. 197/92/85-IT(AI)]

नई दिल्ली, 12 सितम्बर, 1985

का.आ. 5005.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "(1) मुख्य मंत्री राजस्थान का हस्तगत विकास कोष; (2) मुख्य मंत्री राजस्थान का सामान्य राहत कोष; (3) मुख्य मंत्री राजस्थान का बुद्धा और बाढ़ राहत कोष; (4) मुख्य मंत्री राजस्थान का रक्षा सेवा कल्याण

कोष" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करता है।

[सं. 6420/का.सं. 197-क/282/82-आ.क. (नि.-I)]

New Delhi, the 12th September, 1985

S.O. 5005.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "(1) Rajasthan Chief Minister's Hospital Development Fund; (2) Rajasthan Chief Minister's General Relief Fund; (3) Rajasthan Chief Minister's Drought and Flood Relief Fund; (4) Rajasthan Chief Minister's Defence Service Welfare Fund" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6420/F. No. 197-A/282/82-IT(AI)]

नई दिल्ली, 12 सितम्बर, 1985

का.आ. 5006.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "बिहार स्कूल आफ योगा" को कर-निर्धारण वर्ष 1983-84 से 1986-87 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6423/का.सं. 197/127/85-आ.क. (नि.-I)]

New Delhi, the 18th September, 1985

S.O. 5006.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Bihar School of Yoga" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1986-87.

[No. 6423/F. No. 197/127/85-IT(AI)]

नई दिल्ली, 18 सितम्बर, 1985

का.आ. 5007.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "इंस्टिट्यूट आफ कंपनी सेक्रेटरीज आफ इण्डिया" को कर-निर्धारण वर्ष 1983-84 से 1986-87 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6428/का.सं. 197/205/79-आ.क. (नि.-I)]

New Delhi, the 19th September, 1985

S.O. 5007.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Institute of Company Secretaries of India" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1986-87.

[No. 6428/F. No. 197/105/79-IT(AI)]

का.आ. 5008.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "इण्डिया लिटरेरी हाउस, लखनऊ" को कर-निर्धारण वर्ष 1985-86 से 1987-88 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6429/का.सं. 197-ए/67/82-आ.क. (नि.-I)]

S.O. 5008.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "India Literary House, Lucknow" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6429/F. No. 197-A/67/82-IT(AI)]

का.आ. 5009.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, सेठ गोकुलदास तेजपाल चेरिटिज को कर-निर्धारण वर्ष 1985-86 से 1987-88 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6430/का.सं. 197-ए/159/82-आ.क. (नि.-I)]

S.O. 5009.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sheth Gokuldas Tejpal Charities" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6430/F. No. 197-A/159/82-IT(AI)]

नई दिल्ली, 29 सितम्बर, 1985

का.आ. 5010.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "श्री वराहलक्ष्मी नरसिंह स्वामी देवस्थानम् विद्याशाखापतनम्" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6396/का.सं. 197-ए/65/82-आ.क. (नि.-I)]

आर.के. तिवारी, 8वर सचिव

New Delhi, the 29th September, 1985

S.O. 5010.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Varahalaxmi Narasimha Swamy Devasthanam, Visakhapatnam" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6396/F. No. 197-A/65/82-IT(AI)]  
R. K. TEWARI, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 25 सितम्बर, 1985

का.आ. 5011.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री बाई.पी. गार्ग को जिनकी धारा 11 की उपधारा (1) के तहत बिलासपुर-रायपुर क्षेत्रीय ग्रामीण बैंक, बिलासपुर के अध्यक्ष के रूप में नियुक्ति की तारीख की पहली अवधि 30-6-1985 को समाप्त हो गयी है, 1-7-1985 से प्रारम्भ होकर 29-8-1985 को समाप्त होने वाली अवधि के लिये उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[सं. एक. 2-64/82-आर आर बी]

DEPARTMENT OF ECONOMIC AFFAIRS

(Banking Division)

New Delhi, the 25th September, 1985

S.O. 5011.—In exercise of the powers conferred by sub-section 2 of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Y. P. Garg, Chairman, Bilaspur-Raipur Kshetriya Gramin Bank, Bilaspur whose earlier tenure of three years

appointment under sub-section (1) of Section 11 had expired on 30-6-1985 for a period commencing from 1-7-1985 and ending with 29-8-1985.

[No. F. 2-64/82-RRB]

का.भा. 5012.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री एच.एस.एल. बडवाक को बिलासपुर-रायपुर क्षेत्रीय ग्रामीण बैंक, बिलासपुर का अध्यक्ष नियुक्त करती है तथा 30-8-85 से प्रारम्भ होकर 31-8-1988 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एच.एस.एल. बडवाक अध्यक्ष के रूप में कार्य करेंगे।

[सं. एक 2-64/82-आर.आर.बी.]

S.O. 5012.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri H.S.L. Badwaik as Chairman, Bilaspur-Raipur Kshetriya Gramin Bank, Bilaspur and specifies the period commencing on the 30-8-1985 and ending with the 31-8-1988 as the period for which the said Shri Badwaik shall hold office as such Chairman.

[No. F. 2-64/82-RRB]

नई दिल्ली, 7 अक्टूबर, 1985

का.भा. 5013.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री के.जे. देवसिया को संघाल परगना ग्रामीण बैंक, दुमका (बिहार) का अध्यक्ष नियुक्त करती है तथा 6 मार्च 1985 से प्रारम्भ होकर 31 मार्च, 1988 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री के.जे. देवसिया, अध्यक्ष के रूप में कार्य करेंगे।

[सं. एक. 2-47/84-आर.आर.बी.]

New Delhi, the 7th October, 1985

S.O. 5013.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri K. J. Devasia as the Chairman of Santhal Parganas Gramin Bank, Dumka (Bihar) and specifies the period commencing on the 6th March, 1985 and ending with the 31st March, 1988 as the period for which the said Shri K. J. Devasia shall hold office as such Chairman.

[No. F. 2-47/84-RRB]

नई दिल्ली, 11 अक्टूबर, 1985

का.भा. 5014.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री डी.डी. गुप्ता को, जिनका धारा 11 की उपधारा (1) के अंतर्गत मारवाड़ ग्रामीण बैंक, पाली के अध्यक्ष के नियुक्ति के रूप में तीन वर्ष का कार्यकाल दिनांक 30 जून, 1985 को समाप्त हो गया था, दिनांक पहली जुलाई 1985 से प्रारम्भ होने वाली तथा दिनांक 15 अगस्त, 1985 को समाप्त होने वाली अवधि के लिए पुनः अध्यक्ष नियुक्त करती है।

[सं. एक 2-18/85-आर.आर.बी.]

New Delhi, 11th October, 1985

S.O. 5014.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri D. D. Gupta as the Chairman of the Marwar Gramin Bank, Pali whose earlier tenure of three years appointment

under sub-section (1) of Section 11 had expired on 30-6-85 for a period commencing from 1-7-85 and ending with 15-8-85.

[No. F. 2-18/85-RRB]

का. भा. 5015.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री आर.एस. गुप्ता को मारवाड़ ग्रामीण बैंक, पाली का अध्यक्ष नियुक्त करती है तथा 16 अगस्त, 1985 से प्रारम्भ होकर 31 अगस्त, 1988 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री आर.एस. गुप्ता अध्यक्ष के रूप में कार्य करेंगे।

[सं. एक. 2-18/85-आर.आर.बी.]

S.O. 5015.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri R. S. Gupta as the Chairman of the Marwar Gramin Bank, Pali and specifies the period commencing on the 16-8-85 and ending with the 31-8-1988 as the period for which the said Shri R. S. Gupta shall hold office as such Chairman.

[No. F. 2-18/85-R.R.B.]

का. भा. 5016.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री बी.एम. शर्मा को जिनकी धारा 11 की उपधारा (1) के तहत मरुधर क्षेत्रीय ग्रामीण बैंक, चुरु के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 30-6-1985 को समाप्त हो गई थी, 1-7-1985 से प्रारम्भ होकर 9-8-1985 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[सं. एक. 2-52/82-आर.आर.बी.]

श. वा. मीरचन्दानी, निदेशक

S.O. 5016.—In exercise of the powers conferred by sub-section 2 of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government reappoints Shri B. M. Sharma as the Chairman of Marudhar Kshetriya Gramin Bank, Churu whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 30-6-1985 for a period commencing from 1-7-1985 and ending with 9-8-1985.

[No. F. 2-52/82-RRB]

C. W. MIRCHANDANI, Director

नई दिल्ली, 17 अक्टूबर, 1985

का. भा. 5017.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (2) के साथ पठित उसकी उपधारा (1) के खण्ड (छ) और धारा 8 की उपधारा (1) के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री जी. पी. भावे को उनके कार्यभार ग्रहण करने की तारीख से प्रारम्भ होने वाली और 25 नवम्बर, 1987 को समाप्त होने वाली अवधि के लिए राष्ट्रीय कृषि तथा ग्रामीण विकास बैंक के प्रबन्ध निदेशक के रूप में नियुक्त करती है।

[सं. एक. 7/11/85-श्री.प्रो. I]

एम. एस. सीतारामन, अवर सचिव

New Delhi, the 17th October, 1985

S.O. 5017.—In pursuance of clause (g) of sub-section (1) of section 6 read with sub-section (2) thereof and clause (a) of sub-section (1) of section 8 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby appoints Shri G. P. Bhawe as the Managing Director of the National Bank for

Agriculture and Rural Development for the period commencing with the date of his taking charge and ending with November 25, 1987.

[No. F. 7-11/85-EO. I]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 24 अक्टूबर, 1985

का. प्रा. 5018.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे के सारणी के स्तम्भ (1) में वर्णित भारतीय औद्योगिक वित्त निगम, जो एक निगमित प्राधिकारी है, के अधिकारियों को, जो भारत सरकार के राजपत्रित अधिकारियों के पंक्ति के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तम्भ (2) की संस्थानीय प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करने और उन पर अधिरोपित करने का पालन करेंगे।

सारणी

अधिकारी का पदनाम	सरकारी स्थानों के प्रयोग और अधिकारिता की स्थानीय सीमाएं
1	2
1. प्रादेशिक कार्यालय प्रधान, नई दिल्ली, दिल्ली	भारतीय औद्योगिक वित्त निगम या उसके द्वारा या उसकी ओर से पट्टे पर लिये गए ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
2. प्रबन्धक (प्रशासन) प्रधान कार्यालय, नई दिल्ली, दिल्ली	भारतीय औद्योगिक वित्त निगम या उसके द्वारा या उसकी ओर से पट्टे पर लिये गए ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
3. प्रबन्धक, मुंबई प्रादेशिक कार्यालय, मुंबई	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
4. प्रबन्धक, कलकत्ता प्रादेशिक कार्यालय, कलकत्ता	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
5. प्रबन्धक, चंडीगढ़ प्रादेशिक कार्यालय, चंडीगढ़	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गए ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
6. प्रबन्धक, हैदराबाद प्रादेशिक कार्यालय, हैदराबाद	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
7. प्रबन्धक, कानपुर प्रादेशिक कार्यालय, कानपुर	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर

1	2
8. प्रबन्धक, भद्राचल प्रादेशिक कार्यालय, भद्राचल	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
9. प्रबन्धक, उत्तर पूर्वी प्रादेशिक कार्यालय (एन.ई.आर.ओ.), गौहाटी	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
10. प्रबन्धक, अहमदाबाद शाखा कार्यालय, अहमदाबाद	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
11. प्रबन्धक, बंगलूर शाखा कार्यालय, बंगलूर	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
12. प्रबन्धक, भोपाल शाखा कार्यालय, भोपाल	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
13. प्रबन्धक, भुवनेश्वर शाखा कार्यालय, भुवनेश्वर	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
14. प्रबन्धक, कोचीन शाखा कार्यालय, कोचीन	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गए ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
15. प्रबन्धक, जयपुर शाखा कार्यालय, जयपुर	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।
16. प्रबन्धक, पटना शाखा कार्यालय, पटना	भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।

17. प्रबन्धक, पुणे शाखा कार्यालय, पुणे भारतीय औद्योगिक वित्त निगम के या उसके द्वारा या उसकी ओर से पट्टे पर लिये गये ऐसे सरकारी स्थान, जो उनके प्रशासनिक नियंत्रणाधीन हैं।

[फा० सं० 2(10)/85-आई०एफ०-1]  
अमर सिंह, अवर सचिव

New Delhi, the 24th, October, 1985

S.O. 5018.—In Exercise of the powers conferred by Section 3 of Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in Column (1) of the Table below being officers of the Industrial Finance Corporation of India corporate authority, and being officers equivalent to the rank of secretaries or officers of the Government of India, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act, within the local limits of their respective jurisdictions in respect of the public premises specified in the corresponding entry in Column (2) of the said Table.

Table

Designation of the Officer	Categories of public premises and local limits of jurisdiction.
1	2
1. Head of the Regional Office, New Delhi	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
2. Manager Admn., Head Office, New Delhi Delhi	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
3. Manager, Bombay Regional Office, Bombay.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
4. Manager Calcutta Regional Office, Calcutta.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective control.
5. Manager Chandigarh Regional Office, Chandigarh.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative Control.
6. Manager, Hyderabad Regional [Office, Hyderabad.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are

1	2
7. Manager, Kanpur Regional [Office Kanpur.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
8. Manager, Madras Regional Office Madras.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
9. Manager, North Eastern Regional Office, NERO, Gauhati.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
10. Manager, Ahmedabad Branch, Office, Ahmedabad.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
11. Manager, Bangalore Branch Office, Bangalore.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
12. Manager, Bhopal Branch Office, Bhopal.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
13. Manager, Bhubaneswar Branch Office, Bhubaneswar.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
14. Manager, Cochin Branch Office, Cochin.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
15. Manager, Jaipur Branch Office, Jaipur.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.
16. Manager, Patna Branch Office, Patna.	Public premises belonging to or taken on lease by, or on behalf, of the Industrial Finance Corporation of India which are under their respective administrative control.

1	2
17. Manager, Pune Branch Office, Pune.	Public premises belonging to or taken on lease by, or on behalf of the Industrial Finance Corporation of India which are under their respective administrative control.
[File No. 2(10) 85-IF.I.] AMAR SINGH, Under Secy	

**बाणिज्य मंत्रालय**

(वस्त्र विभाग)

नई दिल्ली, 15 अक्टूबर, 1985

का. प्रा. 5019.—केन्द्रीय सरकार केन्द्रीय रेशम बोर्ड अधिनियम 1948 (1948 का 61) की धारा 4 की उपधारा (3) के साथ पठित केन्द्रीय रेशम बोर्ड नियम 1955 के नियम 5 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के प्रति और वस्त्र मंत्रालय वस्त्र विभाग (वस्त्र विभाग) की अधिसूचना सं. का. प्रा. 517 (अ), तारीख 9 जुलाई 1985 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में :—

(क) क्रम सं. 16 और उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा ; अर्थात् :—

“16क श्रीमति प्रार. जटर्जी, अधिनियम की धारा 4(3) निर्देशक रेशम, उत्पादन, (छ) के अधीन आंध्र प्रदेश सरकार, आंध्र प्रदेश सरकार, द्वारा नामनिर्दिष्ट । हैदराबाद

(ख) क्रम सं. 19 और उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

“19क श्री धर्मा. एल. राजवाड़ी अधिनियम की धारा 4(3) (अ) विकास आयुक्त । के अधीन केन्द्रीय सरकार द्वारा (उद्योग) नामनिर्दिष्ट । महाराष्ट्र सरकार

[का.सं. 25012/8/85-रेशम]

**MINISTRY OF COMMERCE**

(Department of Textiles)

New Delhi, 15th October, 1985

S.G. 5019.—In exercise of the powers conferred by sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), read with sub-rule (1) of rule 5 of the Central Silk Board Rules, 1955, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Commerce (Department of Textiles) No. S.O. 517(E) dated 9th July, 1985 :—

In the said notification,

(a) after serial No. 16 and the entry relating thereto the following shall be inserted, namely :—

“16A Smt. R. Chatterjee Nominated by the Government of Andhra Pradesh under section Director of Sericulture

Andhra Pradesh  
Hyderabad

4(3) (g) of the Act.”

(b) after serial No. 19 and the entry relating thereto the following shall be inserted, namely :—

“19A Shri. Y L Rajwadi, Nominated by the Central Government under Development Commissioner (Industries) section 4(3) (i) of the Government of Maharashtra Act.”

[File No. 25012/8/85-Silk]

नई दिल्ली, 16 अक्टूबर, 1985

का. प्रा. 5020.—केन्द्रीय सरकार रेशम बोर्ड अधिनियम 1948 की धारा 4 की उपधारा (3) के साथ पठित केन्द्रीय रेशम बोर्ड नियम, 1955 के नियम 5 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के प्रति और वस्त्र मंत्रालय (वस्त्र विभाग) की अधिसूचना सं. का. प्रा. 517 (अ), तारीख 9 जुलाई 1985 में निम्नलिखित संशोधन करता है।

उक्त अधिसूचना में, क्रम सं. 26 और उससे संबंधित प्रविष्टि के पश्चात्, निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

“27 श्री सैयद अब्बास, अधिनियम की धारा 4(3) (अ) अध्यक्ष, के अधीन केन्द्रीय सरकार द्वारा स्वन मिल्क इंडिया लिमिटेड, 38, नामनिर्दिष्ट”  
विक्टोरिया-ले-आउट तीसरा क्रॉस,  
बंगलूर

[का सं. 25012/8/85-रेशम]

ए. के. सेनगुप्त, निर्देशक

New Delhi, 16th October, 1985

S.O. 5020.—In exercise of the powers conferred by sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), read with sub-rule (1) of rule 5 of the Central Silk Board Rules, 1955, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Supply and Textiles (Department of Textiles) No. S.O. 517(E) dated the 9th July, 1985.

In the said notification,

After serial No. 26 and the entry relating thereto, the following shall be inserted, namely :—

“27 Shri Syed Abbas, Nominated by the Central Government under Chairman, Section 4(3) (J) of the Spun Silk India Limited, 38, Victoria Layout, Act.”  
3rd Cross,  
Bangalore.

[File No. 25012/8/85 Silk]

A. K. SENGUPTA, Director

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 15 अक्टूबर, 1985

आदेश

का. प्रा. 5021.—संसर्ग ड्रिप्लेक्स वाटर इंजिनियरिंग प्राईवेट लिमिटेड को मूल निदेशी मुद्रा के अंतर्गत पूर्णतः माल का आयात करने के लिए 12,93,100 रुपए (बारह लाख तिरानवे हजार एक सौ रुपए) का एक लाइसेंस सं.पी/सीजी/2094725/सी/एक्स एक्स/90/एच/83/सीजी-1 13-2-84 दिया गया था।

फर्म ने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी किए जाने के इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति खो गई है अथवा अस्थानस्थ हो गई है आगे यह कहा गया है कि लाइसेंस की सीमा शुल्क प्रयोजन प्रति मद्रास सीमा शुल्क प्राधिकरण के पास पंजीकृत कराई गई थी तथा इस प्रकार सीमा शुल्क प्रयोजन प्रति के मूल्य का आंशिक रूप से उपयोग किया गया था।

2. अपने तर्कों के समर्थन में, लाइसेंसधारी ने नोटरी पब्लिक दिल्ली के समक्ष भलीभांति शपथ लेकर स्टाम्प कागज पर एक शपथ पत्र दाखिल किया है। मैं, तदनुसार संतुष्ट हूँ कि आयात लाइसेंस सं. पी/सीजी/2094725, दिनांक 13-2-84 की सीमा शुल्क प्रयोजन प्रति फर्म से खो गई है अथवा अस्थानस्थ हो गई है। आयात (नियंत्रण) आदेश 1985 दिनांक 7-12-1955 यथा संशोधित की धारा 9(ग) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए, मैं संसर्ग ड्रिप्लेक्स वाटर इंजिनियरिंग प्रा. लि. नई दिल्ली को जारी किए गए कथित मूल सीमा शुल्क प्रयोजन प्रति सं. पी/सीजी/2094725, दिनांक 13-2-84 को एतद्वारा रद्द किया जाता है।

3. 93008 रुपये (ई.एम. 23722/2) के लागत सीमा भाड़ा मूल्य की कथित लाइसेंस की अनुलिपि सीमा शुल्क प्रयोजन प्रति पाटों को असंगत जारी की जा रही है।

[सं. सं. जा. 2/21/स-डोई/83-84/संजा-I]

पाँच बैंक, उप मुख्य नियंत्रक, आयात निर्यात,

कृते मुख्य नियंत्रक आयात निर्यात

# OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORT

New Delhi, the 15th October, 1985

## ORDER

S.O. 5021.—M/s. Driplex Water Engg. Private Ltd., New Delhi were granted an Import Licence No. P/CG/2094725/C/XX/90/H/T3/CG. I, dated 13-2-1984 for Rs. 12,93,100/- (Rupees Twelve Lakhs Ninety Three Thousand and One Hundred only) for Import of Capital Goods under Free Foreign Exchange.

The firm has applied for issue of Duplicate Copy of Customs purposes copy of the above mentioned Licence on the ground that the original Customs purposes copy of the Licence has been lost or misplaced. It has further been stated that the Customs purposes copy of the Licence was registered with Madras Customs Authority and as such the value of Customs purpose copy has been utilised partly.

2. In support of their contention, the Licensee has filed an Affidavit on stamped paper duly sworn in before a Notary Public Delhi. I am accordingly satisfied that the original Customs purposes copy of Import Licence No. P/CG/2094725 dated 13-2-1984 has been lost or misplaced by the firm. In exercise of the power conferred under sub-clause 9(cc) of the

Import (Control) order, 1955 dated 7-12-1955 as amended the said original Customs purposes copy No. P/CG/2094725 dated 13-2-1984 issued to M/s. Driplex Water Engg. Pvt. Ltd., New Delhi is hereby cancelled.

3. A duplicate Customs purposes copy of the said Licence is being issued to the party separately for a c.i.f. value Rs. 93008.00 (DM. 23722).

[F. No. 2/CDE/83-84/CG. I]

PAUL BECK, Dy. Chief Controller of Import and Export  
for Chief Controller of Import and Exports

(संयुक्त मुख्य नियंत्रक आयात निर्यात का कार्यालय)

(केन्द्रीय लाइसेंसिंग क्षेत्र)

नई दिल्ली, 7 जनवरी, 1985

आयात (नियंत्रक) अधिनियम 1955 (यथा संशोधित) की धारा 9 के अंतर्गत आदेश

का. प्रा. 5022.—जबकि सर्वश्री तुषार एक्सपोर्ट्स, ई-46, कीर्ति नगर, नई दिल्ली को एक सूचना आयात (नियंत्रण) आदेश 1955 की धारा 10 के अंतर्गत जारी की गई थी कि क्यों न ग्रिमि लाइसेंस सं. पी./के/ 3025124 दिनांक 11-4-84 वास्ते रु. 7,78,440/- पीपीसी फॉम नंबर क्लॉस 27,000 गज एवं 54" चौड़ाई में 580500/- रु. (2) नायलॉन पोलिस्टर जिप फास्टरस 16 सैंटीमीटर से 35 सैंटीमीटर के 72,000 टुकड़े (3) लेमिनेटेड फिटिंग्स 144000 के टुकड़े (दोनों 111,540/- रु. के) (4) लाइनिंग एंड इनर लाइनिंग कल थ 10,800 गज एवं 44" चौड़ाई में 86,400 रु. का लाइसेंस 300 वर्ग लेखी फॉम नंबर ईड बीस 16" X 13" माप का बैगकांक निर्यात के लिए जारी किया आदेश, इस आधार पर रद्द कर दिया जाये क्योंकि उक्त ग्रिमि लाइसेंस की इन्होंने खंड 9- उपखंड (ए) के अंतर्गत अनुचित प्रस्तुतिकरण द्वारा प्राप्त किया है, उदाहरणार्थ उन्होंने एक बैंक गारंटी जो सिन्डीकेट बैंक, न्यू मैरिन लाइन्स, बम्बई-20 द्वारा जारी प्रतीत होती हुई प्रस्तुत की है।

(2) लाइसेंसधारी या बैंक या अन्य कोई व्यक्ति जिसके पास उक्त लाइसेंस का कब्जा हो उन्हें इस सूचना के अंतर्गत इस लाइसेंस के बिक्रय कुछ भी आयात न करने या अन्य किसी भी तरह से प्रचालन न करने या किसी तरह भी ध्वस्त न होने के लिए एवं निम्न हस्ताक्षरकर्ता को तुरन्त लाइसेंस वापिस करने के लिए निदेश दिये गये थे।

मैं संसर्ग तुषार एक्सपोर्ट्स ई-46, कीर्ति नगर, नई दिल्ली ने उपरोक्त ग्रिमि लाइसेंस की दोनों कानियां एवं उससे संबंधित डीईईसी बुक सं. डी 10645- 010646 (बम्बई) दिनांक 16-6-85 को जारी लाइसेंस समर्पित नहीं की है।

पहले पैराग्राफ में जो कहा गया है, उसे ध्यान में रखते हुए निम्न हस्ताक्षरकर्ता इस बात से संतुष्ट है कि यह मामला उपयुक्ततः आयात व्यापार नियंत्रण आदेश के खंड 9(ए) के अंतर्गत आता है और इसलिए उक्त लाइसेंस या तो रद्द कर दिया जाये या अन्यथा अप्रभावी घोषित कर दिया जाये। अतः आयात व्यापार नियंत्रण आदेश 1955 की धारा 9 उपधारा (ए) में प्रवर्त अधिकारों का प्रयोग करते हुए 5 सर्वश्री तुषार एक्सपोर्ट्स, ई-46, कीर्ति नगर, नई दिल्ली द्वारा प्राप्त किया गया लाइसेंस सं. पी/के/ 3025124 दिनांक 11-4-84 वास्ते रु. 7,78,440/- एवं उससे संबंधित डी ई सी को निरस्त करने का आदेश देता हूँ।

[सं. एडवांस/लाइसेंस/यूडीईएस/571/एएम-84/एएसएस II/सीएलए/1356]

एस. एम. चौहान, उप मुख्य नियंत्रक आयात निर्यात

OFFICE OF THE JOINT CHIEF CONTROLLER OF  
IMPORTS AND EXPORTS

(CENTRAL LICENCING AREA)

New Delhi, the 7th January, 1985

## ORDER UNDER CLAUSE 9 OF IMPORT (CONTROL)

## ORDER, 1955 AS AMENDED

S.O. 5022.—Whereas a notice was issued on 31-10-1984 under clause 10 of the Imports (Control) Order, 1955 to M/s. Tushar Exports, E-46, Kirti Nagar, New Delhi as to why the Advance Licence No. P/K/3025124 dated 11-4-1984 for Rs. 7,78,440/- for the import of 1.PVC Foam Leather cloth of 54" width 27,000 yds. for Rs. 580500 2.Nylon Polyester Zip Fastners for 16 cm to 35 cm 72,000 Pcs and 3.Laminated Fittings 144,000 pcs (both) for Rs. 111,540/4] lining and inner lining cloth of 44" width 10,800 yds for Rs. 86,400/- against an export order of 3000 doz. Ladies Foam Leather Hand Bags 16"X13" size to Bangkok may not be cancelled, on the ground that the said advance Licence has been obtained by them by misrepresentation i.e. submitted a Bank Guarantee purported to have been issued by Syndicate Bank, New Marine Line, Bombay-20 in terms of clause 9 sub-clause (a).

2. The licensee or the Bank or any other person having possession of the licences were also directed under the said notice not to import any goods against the licence or operate upon the said licence in any manner or not to make any commitment against the same and to return the licence immediately to the undersigned.

3. M/s. Tushar Exports, E-46, Kirti Nagar, New Delhi have not surrendered the above mentioned Advance Licence in duplicate alongwith its connected DEEC Book Nos. 010645 & 010646, (BOM), dated 16-6-1984.

4. Having regard to what has been stated in the preceding paragraph the undersigned is satisfied that the case appropriately falls under clause 9 (a) of the ITC order and as such licence in question should be cancelled or otherwise rendered ineffective. Therefore, I, in exercise of the power vested in me under clause 9 sub-clause (a) of the Imports (Control) Order, 1955 hereby cancel the licence No. P/K/3025124, dated 11-4-1984 for Rs. 7,78,440/- with its connected D.E.C's, obtained by M/s. Tushar Exports, E-46, Kirti Nagar, New Delhi.

[No. Adv. Lic/UES/571/AM. 84/ALS. II/CLA/1356]

S. L. CHOHAN, Dy. Chief Controller of Imports &amp; Exports

## विदेश मंत्रालय

नई दिल्ली, 11 अक्टूबर, 1985

का. अ. 5023.—राजनयिक एवं कौंसुली अधिकारी (नपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वाँ) की धारा 2 के खंड (क) के अनुपालन में केन्द्र सरकार, इसके द्वारा ओडेसा स्थित भारत के प्रधान कौंसुलावास में वैयक्तिक सहायक श्री प्रीतम लाल को 16-9-85 से कौंसुली एजेंट के कार्य करने के लिए प्राधिकृत करती है।

[संख्या टी 4330/1/85]

श्री. दयाकर, उपसचिव (कौंसुलर)

## MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 11th October, 1985

S.O. 5023.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths & Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Pritam Lal, PA in the Consulate General of India, Odessa to perform the duties of Consular Agent w.e.f. 16-9-1985.

[No. T. 4330/1/85]

R.DAYAKAR, Dy. Secy. (Consular)

## पेट्रोलियम मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 11 अक्टूबर, 1985

का. आ. 5024.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मन्त्रालय, पेट्रोलियम विभाग की अधिसूचना का. आ. सं. 1815 तारीख 11-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अजित करने का अपना आग्रह घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अजित करने का निश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अजित किया जाता है;

और बागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

एम. इ. के. से मोमासन सी. टो. एफ. तक पाइप लाइन बिछाने के लिए

राज्य - गुजरात जिला व तालुका - मेहसाणा

गांव	प्लॉक नं.	हेक्टेयर एग्यारर्ड	सेन्टीडर	
1	2	3	4	5
सांगनपुर	281	0	03	26
	284	0	17	22
सीटी		0	00	72
	285	0	00	96
सीटी		0	00	60
	290	0	08	64
	291	0	14	82
	304	0	15	12
	305	0	05	76
	303	0	09	66
सीटी		0	01	08
	341	0	09	12
	343	0	12	62
	344	0	07	62
	351	0	00	60
	350	0	19	08
सीटी		0	00	48
	365	0	13	68
सीटी		0	00	60
	363	0	08	16
सीटी		0	00	48
	406	0	26	76
सीटी		0	00	48
	437	0	12	48
सीटी		0	00	48



1	2	3	4	5	1	2	3	4	5
	456	0	15	84	Sanganpur—	305	0	05	76
	मीट्री	0	00	36	Contd.	303	0	09	66
	454	0	19	80	CT		0	01	08
	मीट्री	0	00	72	341		0	09	12
	506	0	10	56	343		0	12	62
	518	0	09	84	344		0	07	62
	516	0	01	80	351		0	00	60
	513	0	07	44	350		0	19	08
	512	0	10	64	CT		0	00	48
	511	0	06	60	365		0	13	68
	533	0	21	48	CT		0	00	60
	522	0	01	56	363		0	08	16
	532	0	09	24	CT		0	00	48
	531	0	05	76	406		0	26	76

[स. O-12016/41/85- ओ एन जी-ई-4]

S.O. 5024.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1815 dated 11-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

S.E.K. to Sob CTF

State : Gujarat Distt. &amp; Taluka : Mehsana

Village	Block No.	Hect.	Arc	Centiare
1	2	3	4	5
Sanganpur	281	0	03	26
	284	0	17	22
	CT	0	00	72
	285	0	00	96
	CT	0	00	60
	290	0	08	64
	291	0	14	82
	304	0	15	12

का.आ. 5025 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का. 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का.आ.मं. 3707 तारीख 24-7-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार

एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

जुटाना - 4 से जे. एन. धो.

राज्य :- गुजरात जिला :- म. मा. लुका : मेहसाना

गांव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टीयर
मंकनज	1261	0	08	30
	1262	0	07	10
	1265	0	01	00
	1264	0	05	40
	1263	0	05	40
	1266	0	01	30
	1259	0	02	40
	1258	0	09	30
	1255	0	11	00
	1252	0	20	30
	1251	0	04	70
	1229	0	05	40
	1100	0	07	30
	1229	0	05	40

[सं. O-12016/83/85-मो एन जी -डी-4]

S.O. 5025.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 3707 dated 24-7-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for purpose of laying pipeline ;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from Jotana—4 to JNO.

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-tare	Are	Centi-are
Manknaji	1261	0	08	30
	1262	0	07	10
	1265	0	01	00
	1264	0	05	40
	1263	0	05	40
	1266	0	01	30
	1259	0	02	40
	1258	0	09	30
	1255	0	11	00
	1252	0	20	30
	1251	0	04	70
	1229	0	05	40
	1100	0	07	30
	1229	0	05	40

[No. O-12016/95/85-ONG-D-4

सई दिल्ली, 14 अक्टूबर, 1985

का. धा. 5026—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. धा. सं. 1808 तारीख 10-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार की पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना प्राण्य घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और अतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अथ, धातः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा ;

#### अनुसूची

एन. के. एफ. सी. से एन. के. जी. जी. एस. -

राज्य - गुजरात जिला - अहमदाबाद तालुका - विरमग्राम

गांव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टीयर
संलावी	209/59	0	04	32
	209/57	0	03	36
	209/55	0	03	12
	209/49	0	08	64
	209/25	0	17	52
	209/20	0	10	20

[सं. O-12016/32/85-मो एन जी -डी-4]

S.O. 5026.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 1806 dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

### SCHEDULE

Pipeline from NKEC to NK GGS I.

State : Gujarat District : Ahmedabad

Taluka : Viramgam

Village	Survey No.	Hec- tare	Are	Centi- tiare
Telavi	209/59	0	04	32
	209/57	0	03	36
	209/55	0	03	12
	209/49	0	08	64
	209/25	0	17	52
	209/20	0	10	20

[No. O-12016/32/85-ONG-D-4]

नई दिल्ली, 18 अक्टूबर, 1985

का. आ. 5027.—यतः पेट्रोलियम और लुनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. स. 1799 तारीख 10-4-1985 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार एतद्वारा बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ;

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार से निहित होने के पश्चात् संलग्न और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप से घोषणा का प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

एच. ई. के. से सोब. सी. टी. एफ. तक पाइप लाइन बिछाने के लिए  
राज्य : गुजरात जिला : नालुका : मेहसाना

गांव	ब्लॉक नं.	हेक्टेयर	आर.नं.	सेन्टीयर
खेरवा	56	0	31	60
	37	0	04	32
	58	0	13	80
	59	0	07	92
	60	0	03	24
	64	0	12	72
	65	0	09	72
	70	0	11	40
	कास्ट्रैट्स	0	00	60
	94/बी	0	01	68
94/बी	68	0	08	28
	94/बी	0	09	94
	96	0	14	40

[सं. O- 12016/18/85/ जी एन जी - बी-4]

New Delhi, the 11th October, 1985

S.O. 5027.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1799, dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

### SCHEDULE

Pipeline from SEK to SOB. CTF

State : Gujarat

District & Taluka : Mehsana

Village	Block No.	Hec- tare	Are	Centi- tiare
Kherva	1	3	4	5
	56	0	21	60
	57	0	04	32
	58	0	13	80
	59	0	07	92

1	2	3	4	5
Kherva—Contd	60	0	03	24
	64	0	12	72
	65	0	09	72
	70	0	11	40
	Cart track	0	00	60
	94/P	0	01	68
	68	0	08	28
	94/P	0	09	84
	96	0	14	40

[No. O-12016/18/85-ONG-D-4]

का. आ. 5028.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1800 तारीख 10-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस का प्रयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

## अनुसूची

क. आ. 5028 से एन. के. जी. एन. I

राज्य : गुजरात जिला : अहमदाबाद तालुका : विरमगाम

गांव	सर्वे नं.	हेक्टेयर	आर.	सेन्टीयर
तेलावी	209/51	0	05	28
	209/47	0	06	60
	209/26	0	13	50
	209/25	0	03	36
	209/20	0	05	16
	209/19	0	00	96

[सं. O-12016/19/85/ ओ. एन. जी. - 4]

S.O. 5028.—Whereas by notification of the Government of India in the Ministry of Petroleum, No. 1800 dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

## SCHEDULE

Pipeline from NKFE to NK GGS-I

State : Gujarat

District : Ahmedabad

Taluka : Viramgam

Village	Survey No.	Hec-tare	Are	Centiare
Telavi	209/51	0	05	28
	209/47	0	06	60
	209/26	0	13	50
	209/25	0	03	36
	209/20	0	05	16
	209/19	0	00	96

[No. O-12016/19/85-ONG-D-4]

का. आ. 5029 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1801 तारीख 20-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में

विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

एन. के. ई. एल. से एन. के. 64

राज्य :- गुजरात जिला :- मेहसाना तालुका :- कड़ी

गांव	सर्वे नं.	हेक्टेयर	आर.	सेन्टीयर
सुरज	654	0	01	92
कार्ट ट्रैक		0	01	00
	660	0	03	48
	661	0	09	36
	662	0	05	40
कार्ट ट्रैक		0	01	44
	663	0	03	84

[नं. O-12016/20/85-ओ.एन.जी.डी-4]

S.O. 5029.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1801 dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby, declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

### SCHEDULE

Pipeline From NKEL to NK-64

State : Gujarat District : Mehsana

Taluka : Kadi

Village	Survey No.	Hec-tare	Are	Centiare
Suraj	654	0	01	92
	Cart track	0	01	80
	660	0	03	48
	661	0	09	36
	662/1	0	05	40
	Cart track	0	01	44
	663	0	03	84

[No. O-12016/20/85-ONG-D-4]

का. आ. 5030.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1802 तारीख 10-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का इतिरिक्त किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

एन. ई. के. से मो. सी. टी. एफ. तक पाइप लाइन बिछाने के लिए

राज्य :- गुजरात जिला :- व तालुका :- मेहसाना

गांव	प्लॉट नं.	हेक्टेयर	आर.	सेन्टीयर
आखज	कार्ट ट्रैक	0	01	56
	807	0	04	10
	804	0	08	40
	कार्ट ट्रैक	0	00	74
	803	0	01	92
	701	0	02	28
	696	0	07	08
	697	0	07	44
	899	0	08	76
	कार्ट ट्रैक	0	03	24
	550	0	00	60
	551	0	08	88
	554	0	18	40
	553	0	13	80
	559/बी	0	01	80
	558	0	03	38
	559/बी	0	12	48
	580	0	01	08
	कार्ट ट्रैक	0	00	72
	579/बी	0	02	76
	581	0	08	40
	582	0	00	72
	579/बी	0	00	60

1	2	3	4	5
	568	0	14	88
	566	0	21	24
	623	0	13	32
	622	0	14	52
	620	0	15	96

[सं. O-12016/21/85-ओ एन जी-डी-4]

S.O. 5030.—Whereas by notification of the Government of India in the Ministry of Petroleum, S.O. 1802 dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

#### SCHEDULE

Pipeline from S.E.K. to SOB C.T.F.

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-tare	Are	Centiare
Akhaj	Cart track	0	01	56
	807	0	04	10
	304	0	08	40
	Cart track	0	00	74
	803	0	01	92
	701	0	02	28
	696	0	07	08
	697	0	07	44
	699	0	08	76
	Cart track	0	03	24
	550	0	00	60
	551	0	08	88
	554	0	17	40
	553	0	13	80
	559/P	0	01	80
	558	0	03	38
	559/P	0	12	48
	580	0	01	08
	Cart track	0	00	72

1	2	3	4	5
	579/P	0	02	76
	581	0	08	40
	582	0	00	72
	579/P	0	00	60
	568	0	14	88
	566	0	21	24
	623	0	13	32
	622	0	14	52
	620	0	15	96

[No. O-12016/21/85-ONG-D-4]

का. आ. 5031.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1803 तारीख 10-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः सक्षम प्राधिकारी ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं में मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

एस एन ए. एक्स से संचाल सी. टी. एफ.

राज्य- गुजरात जिला व तालुका- मेहसाना

गांव	ब्लॉक नं.	हेक्टेयर आर.	सेन्टीयर
कसलपुरा	802	0	07 60
	804	0	18 70
	808	0	02 65
	809	0	27 25
	काटें ट्रेक	0	02 90
	857	0	04 30

[सं. O-12016/22/85-ओ एन जी-डी-4]

S.O. 5031.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1803 dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared

its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further, whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

### SCHEDULE

Pipeline from (SNAX) to South Santhal CTF  
State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec- tare	Aro	Centi- tiare
Kasalpura	802	0	07	60
	804	0	18	70
	808	0	02	65
	809	0	27	20
	Cart track	0	05	27
	857	0	04	30

[No. O-12016/22/85-ONG-D-4]

का. आ. 5032.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1638 तारीख 8-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः मक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के राज्य तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

### अनुसूची

एस. ई. के. से सोब सी. टी. एफ

राज्य :- गुजरात जिला व तालुका :- मेहसाणा

गांव	प्लॉक नं.	हेक्टेयर	आर.	सेण्टीयर
जगुदान	190	0	09	36
	187	0	14	64
	186	0	03	72
	185	0	0	68
	176	0	11	34
	177	0	12	48
	174	0	03	12
	173/पी	0	20	16
	171	0	26	88
	170/पी	0	01	18

[सं. O-12016/ 24/85-ओ एन जी-बी-4]

S.O. 5032.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1638 dated 8-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

### SCHEDULE

Pipeline from S.E.K. to SOB C.T.F.

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec- tare	Aro	Centi- tiare
Jagudan	190	0	07	36
	187	0	14	64
	186	0	03	72
	185	0	04	68
	176	0	11	34
	177	0	12	48
	174	0	03	12
	173/P	0	20	16
	171	0	26	88
	170/P	0	01	18

[No. O-12016/24/85-ONG-D-4]

का. आ. 5033.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1805 तारीख 10-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

एन. के. ई. एम् से एन. के. 132 और एन. के. 146  
राज्य :- गुजरात जिला :- अहमदाबाद तालुका :- विरमगाम

गांव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टीयर
बाल सासन	430	0	05	40
	431	0	02	28
		0	02	16

[मं. O- 12016/30/85-ओ एन जी-डी-4]

S.O. 5033.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1805 dated 10-4-1985 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

#### SCHEDULE

Pipeline from N.K.E.X. to NK-132 & NK-146

State : Gujarat

District : Ahmedabad

Taluka : Viramgam

Village	Survey No.	Hec- taro	Are	Cent- tier
Balsasan	430	0	05	40
	431	0	02	28
	Cart track	0	02	16

[No. O-12016/30/85-ONG-D-4]

का. आ. 5034.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1813 तारीख 11-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

एन. के. ई. डी. से एन. के. 68

राज्य :- गुजरात जिला :- तालुका :- मेहसाणा

गांव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टीयर
मेहमदपुरा	357	0	03	00
	355	0	07	92
	354	0	07	20
	168	0	09	72
	169/2	0	03	36

[मं. O-12016/39/85-ओ एन जी-डी-4]



S.O. 5034.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1813 dated 11-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from N.K.E.D. to NK-68

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec- tare	Are	Centi- tiare
Mehmadpura	357	0	03	00
	355	0	07	92
	354	0	07	20
	168	0	09	72
	169/2	0	03	36

[No. O-12016/39/85-ONG-D-4]

का. आ. 5035 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 2125 तारीख 29-4-85 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चित किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तब तक प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

एस. बी. डी. आर. से सी. टी. एफ. सोब

राज्य : गुजरात जिला : मेहसाणा

ग्राम	ब्लॉक नं.	हेक्टेयर	आर	सेन्टीयर
रामपुरा	177	0	02	28
	187	0	09	72
	188	0	03	00
	190	0	07	74

[सं. O- 12016/44/85-ओ एन जी-डी-4]

S.O. 5035.—Whereas by notification of the Government of India in the Ministry of Petroleum, S.O. 2125 dated 29-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from SBDR to CTF SOB.

State : Gujarat District & Taluka : Mehsana				
Village	Block No.	Hec- tare	Are	Centi- tiare
Rampura	177	0	02	28
	187	0	09	72
	188	0	03	00
	190	0	07	74

[No. O-12016/44/85-O.N.G-D.-4]

का. आ. 5036.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 2140 तारीख 8-5-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्दिष्ट किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

सोमासन - 26 से सोमासन - 18

राज्य :- गुजरात जिला:- ब. तालुका:- मेहसाणा

गांव	सर्वे नं.	हेक्टेयर आर.	सेन्टीयर
जगुदान	98	0 04	20
	97	0 07	32
	96	0 11	28

[म. ओ- 12516/51/85- ओ एन जी -डी- 4]

S.O. 5036.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2140 dated 8-5-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land, Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from SOB-26 to SOB-18

State : Gujarat District & Taluka : Mehsana				
Village	Survey No.	Hec-tare	Are	Centiare
Jagudan	98	0	04	20
	97	0	07	32
	96	0	11	28

[No. O-12016/51/85-ONG-D-4]

का. आ. 5037.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लो.हित में यह आवश्यक है कि गुजरात राज्य में कलोल-नवागाक से कोयला तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

इसमें कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के लिये पाइपलाइन बिछाने के लिए आखेर सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मारपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर उत्तर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की भाषा में।

#### अनुसूची

क. एन. के. पापन लाइन

राज्य :- गुजरात जिला:- खंडा तालुका:- धर्णद

गांव	सर्वे नं.	हेक्टेयर आर.	सेन्टीयर
1	2	3	4 5
बाकरोल	2091	0	01 45
	2090	0	04 75
	2091	0	00 90

1	2	3	4	5
	2088	0	04	25
	2098	0	01	30
	2099	0	04	50
	2101	0	03	65
	2123	0	03	35
	2122	0	01	35
	2134	0	05	00
	2135/1	0	03	60
	2135/2	0	00	90
	2136	0	02	90

[सं. O-12016/102/85-ओएनजी-डी-4]

S.O. 5037.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Kalol-Nawagaon to Koyali in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390 009.)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

### SCHEDULE

#### Pipeline for K-N-K.

State : Gujarat District : Kheda Taluka : Anand

Village	Survey No.	Hec-tare	Are	Centiare
Bakrol	2091	0	01	45
	2090	0	04	75
	2094	0	00	90
	2088	0	04	25
	2098	0	01	30
	2099	0	04	50
	2101	0	03	65
	2123	0	03	35
	2122	0	01	35
	2134	0	05	00
	2135/1	0	03	60
	2135/2	0	00	90
	2136	0	02	90

[No. O-12016/102/85-ONG-D-4]

का.सं. 5038.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य

में कलोल-नवागाव से कोयली तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए;

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है;

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे व इस लाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत;

अनुसूची

के. एन. के पाइप लाइन

राज्य :- गुजरात जिला :- खेड़ा तालुका :- अणंद

गांव	सर्वे नं.	हेक्टेयर	घार.	सेन्टीयर
1	2	3	4	5
अणंद	1032	0	01	75
	1026	0	00	30
	1025	0	02	26
	1023	0	00	75
	1024	0	02	10
	1022	0	00	40
	1019	0	01	60
	1018/पी-2	0	00	35
	1018/पी-1	0	02	00
	1017	0	03	75
	856	0	06	50
	859	0	00	28
	857	0	01	00
	858	0	02	60
	852	0	02	40
	849	0	05	10
	848	0	03	75
	847	0	01	75
	726	0	03	20
	727	0	02	00

[सं. O-12016/103/85-ओ एन जी -डी-4]

S.O. 5038.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Kalol-Nawagaon to Koyali in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

### SCHEDULE

#### Pipeline for K-N-K.

State : Gujarat District : Kheda Taluka : Anand

Village	Survey No.	Hec-tare	Are	Cent-tiare
1	2	3	4	5
Anand	1032	0	01	75
	1026	0	00	30
	1025	0	02	25
	1023	0	00	75
	1024	0	02	10
	1022	0	00	40
	1019	0	01	60
	1018/P-2	0	00	35
	1018/P-1	0	02	00
	1017	0	03	75
	856	0	05	50
	859	0	00	28
	857	0	01	00
	858	0	02	60
	852	0	02	40
	849	0	05	10
	848	0	03	75
	847	0	01	75
	726	0	03	20
	727	0	02	00

[No. O-12016/103/85-ONG-D-4]

का. आ. 5039 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1377 तारीख 7-4-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के

अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है ।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी याधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

#### अनुसूची

#### बायर बेड और एनोड बेड

राज्य :- गुजरात जिला :- सुरत तालुका :- चोपासी

गांव	ब्लॉक नं.	हेक्टेयर	घर.	सेन्टीयर
—घोखा	84	0	04	75

[सं. O- 12016/11/84- घो एन जी- बी- 4]

S.O. 5039.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1377 dated 7-4-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas, the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby, declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Right of user for wire bed and anode bed

State : Gujarat District : Surat Taluka : Choryasi

Village	Block No.	Hec- tare	Aro	Cen- tiare
Okha	84	0	04	75

[No. O-12016/11/84-ONG-D-4]

का. आ. 5040:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 1478 तारीख 19-4-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप-लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार से निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

वायर बेड और एनोड बेड

राज्य :- गुजरात जिला :- मेहसाणा तालुका :- कलोल

गांव	सर्वे नं	हेक्टेयर	आर	सेन्टीयर
सईज	1080	0	01	70
	1078	0	02	95
	1077	0	07	25

[सं. O-12016/26/84-ओ एन जी-डी-4]

985 GI/85-4.

S.O. 5040.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1478 dated 19-4-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

## SCHEDULE

For wire bed and anode bed

State : Gujarat District : Mehsana Taluka : Kalol

Village	Survey No.	Hec- tare	Are	Cen- tiare
Saij	1080	0	01	70
	1078	0	02	95
	1077	0	07	25

[No. O-12016/26/84-ONG-D-4]

का. आ. 5041 :—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 2334 तारीख 28-6-84 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने का बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) को अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

कलोल- 44 से जी. जी. एम -II तक पाइप लाइन बिछाने के लिए।

राज्य: गुजरात जिला: मेहसाणा तालुका: कलोल

गांव	सर्वे नं.	हेक्टेयर	आर.	सेन्टीयर
सूज	570	0	17	70
	572	0	14	10
फाट्टेक		0	05	85
	580/1	0	00	50
	778	0	22	80
	776	0	34	80
	775	0	15	90
फाट्टेक		0	01	35
	772	0	05	25
	769	0	42	00
फाट्टेक		0	00	50
	768/3	0	02	25
	768/2	0	02	00
	768/1	0	02	95
	767/1	0	41	85
	756/2	0	04	65
	755	0	04	20
	754/1	0	03	90
	753/2	0	04	20
	753/1	0	04	65
	752/2	0	15	30
	746	0	16	65
	745	0	12	90
	744	0	13	05
फाट्टेक		0	01	00
	731	0	17	55
	730	0	37	35
	685	0	03	75
	712	0	19	65

[सं. ओ- 12016/114/85- प्रो एन जी-डी-4]

पी. के. राज गोपालन, डैरक अधिकारी

#### अनुसूची

कलोल से विरामगम

राज्य: गुजरात जिला: मेहसाणा तालुका: कलोल				
गांव	सर्वे नं.	हेक्टेयर	आर.	सेन्टीयर
वर्दि	1054/2	0	00	75
	1051	0	04	35
	1052	0	02	40

[सं. O- 12016/51/84-प्रो एन जी-डी-4]

S.O. 5041.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2338 dated 28-6-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And, whereas, the Competent Authority has under sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further, in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from Kalol to Viramgam

State : Gujarat District : Mehsana Taluka : Kalol

Village	Survey No.	Hec-tare	Are	Centiare
Saij	1054/2	0	00	75
	1051	0	04	35
	1052	0	02	40

[No. O-12016/51/84-ONG-D-4]

का. अ. 5042 :—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के मंत्रालय पेट्रोलियम विभाग की अधिसूचना का. अ. सं. 4047, तारीख 12-11-1984 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट

S.O. 5042.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 4047 dated 12-11-84 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from Kalol-44 to GGS-II

State : Gujarat District : Mehsana Taluka : Kalol

Village	Survey No.	Hec- tare	Are	Cent- tiare
Saij	570	0	17	70
	572	0	14	10
	Cart track	0	05	85
	580/4	0	00	50
	778	0	22	80
	776	0	34	80
	775	0	15	90
	Cart track	0	01	35
	772	0	05	25
	769	0	42	00
	Cart track	0	00	50
	768/3	0	02	25
	768/2	0	02	00
	768/1	0	02	95
	767/1	0	41	85
	756/2	0	04	65
	755	0	04	20
	754/1	0	03	90
	753/2	0	04	20
	753/1	0	04	65
	752/2	0	15	30
	746	0	16	65
	745	0	12	90
	744	0	13	05
	Cart track	0	01	00
	731	0	17	55
	730	0	37	35
	685	0	03	75
	712	0	19	65

[No. O-12016/114/84-ONG-D-4]

P.K. RAJAGOPALAN, Desk Officer

का. आ. 5043.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. संख्या 3913, तारीख 17-8-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

हाजिरा बरेली जगदीशपुर पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना गांव	गाटा म. मध्या	जिया गया रकबा
1	2	3	4	5
बटावा	भोरव्या भोरव्या	मैनपट	330	0-16
				0-16
			331	0-74
			332/1	0-30
			332/2	0-12
			332/3	0-03
			332/4	0-11
			332/5	0-10
			332/6	0-12
			332/7	0-05
			333	0-01
			335	0-39

[सं. आ-14016/456/85—जी. पी.]

S.O. 5043.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3913 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to this said land specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from encumbrances.

### SCHEDULE

#### H.B.J. Gas Pipe Line Project

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Etawah	Auraya	Auraya	Main- puh	330	0-16
					0-16
				331	0-74
				332/1	0-30
				332/2	0-12
				332/3	0-03
				332/4	0-11
				332/5	0-10
				332/6	0-12
				332/7	0-05
				333	0-01
				335	0-39

[No. O-14016/456/85-GP]

का. आ. 5014 :—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962. (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3924, तारीख 17-8-1985 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था ।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में

विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप से घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

हाजिरा बंगेली जगदीमपुर पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना	गाँव	गाटा संख्या	लिया गया रकबा
1	2	3	4	5	6
इटावा	औरया	औरया	मोक्षमन	1038	0-42
				1034	0-57
				1035	0-40
				1061	0-70
				1062	0-10
				1063	0-52
				1066	0-38
				1083	0-76
				1012	0-06
				1011	0-11
				1084	0-07
				1039	0-16
				565	0-30
				569	0-04
				570	0-24

[सं. आ-14016/457/85-जो. पी.]

S.O. 5044.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3914 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline ;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from encumbrances.



## SCHEDULE

## H.B.J. Gas Pipe Line Project

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Etawah	Auraiya	Auraiya	Sondhe mau	10348	0-42
				1034	0-57
				1035	0-40
				1061	0-70
				1062	0-10
				1063	0-52
				1066	0-38
				1083	0-76
				1012	0-06
				1011	0-11
				1084	0-07
				1039	0-16
				565	0-30
				569	0-04
				570	0-24

[No. O-14016/457/85-GP]

का. आ. 5045 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3917, तारीख 17-8-1985 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्देश किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाना है।

और आगे उस भाग की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लिमिटेड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

## हाजिरा-अरेली-अगर्दाणपुर गैस पाइपलाइन प्रोजेक्ट

जिला	तहसील	परगना	ग्राम	गांवा संख्या	लिया गया रकबा (एकड़)
1	2	3	4	5	6
कानपुर देहान	हेरापुर	हेरापुर	नउवा	237	0-13-0
				238	0-14-0
				240	0-1-0
				242	1-1-0
				243	0-14-0
				244	0-8-10
				245	0-12-0
				254	0-1-0
				255	0-1-0
				256	0-6-5
				257	0-12-0
				261	1-0-10
				263	0-1-10
				265	0-16-15
				171	0-13-15
				167	0-1-10
				172	2-8-0
				145	2-2-10
				144	1-1-10
				143	2-12-0
				142	1-10-0
				141	0-3-0
				130	0-2-0
				126	1-3-15
				127	0-1-0
				168	0-13-0

[सं. O-14016/459/85-जी. पी.]

S.O. 5045.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3917 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from encumbrances.

## SCHEDULE

## H.B.J. Gas Pipe Line Project

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Kanpur Dehat	Dera-pur	Laoova	237	0-13-0	
			238	0-14-0	
			240	0-1-0	
			242	1-1-0	
			243	0-14-0	
			244	0-8-10	
			245	0-12-0	
			254	0-1-0	
			255	0-1-0	
			256	0-6-5	
			257	0-12-0	
			261	1-0-10	
			263	0-1-10	
			265	0-16-15	
			171	0-13-15	
			167	0-1-10	
			172	2-8-0	
			145	2-2-10	
			144	1-1-10	
			143	2-12-0	
			142	1-10-0	
			141	0-3-0	
			130	0-2-0	
			126	1-8-15	
			127	0-1-0	
			168	0-13-0	

[No. O-14016/459/85-GP]

का. आ. 5046 :—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. मं. 3961, तारीख 17-8-1985 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अन्सूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः मक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अन्सूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्दिष्ट किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अन्सूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार एतद्वारा विद्वाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

## हाजिरा-बरेली-जगदीशपुर पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना	गांव	गाटा संख्या	बिना गया रकबा
1	2	3	4	5	6
कानपुर जेहात	देरापुर	देरापुर	कुडौली मडौली	91	0-3-0
				90	0-9-0
				92	0-15-0
				111	0-4-0
				110	0-2-0
				109	0-11-10
				107	0-1-0
				108	0-12-10
				117	0-1-0
				162	1-7-10
				163	0-1-0
				160	0-15-10
				166	0-12-0
				165	0-1-0
				167	1-5-10
				170	0-1-0
				171	0-10-15
				172	0-1-0
				173	0-8-0
				174	0-9-0
				175	0-1-0
				176	0-18-0
				169/995	0-1-0

[सं. O-14016/460/85-जी.पी.]

S.O. 5046.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3961 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from encumbrances.

**SCHEDULE**  
**H.B.J. Gas Pipe Line Project**

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Kan-pur Dehat	Dera-pur	Dera-pur	Kun-douli Mad-ouli	91	0-3-0
				90	0-9-0
				92	0-15-0
				111	0-4-0
				110	0-2-0
				109	0-11-10
				107	0-1-0
				108	0-12-10
				117	0-1-0
				162	1-7-10
				163	0-1-0
				160	0-15-10
				166	0-12-0
				165	0-1-0
				167	1-5-10
				170	0-1-0
				171	0-10-15
				172	0-1-0
				173	0-8-0
				174	0-9-0
				175	0-1-0
				176	0-18-0
				169/995	0-1-0

[No. O-14016/460/85-GP]

का. आ. 5047 :—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3931, तारीख 17-8-1985 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्देश किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन् बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने

के द्वाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची  
हाजिरा बनेली-अग्दीशपुर पाइप लाइन प्रोजेक्ट

जिला	तहसील	पर्गना	गांव	गास संख्या	लिया गया रकबा
1	2	3	4	5	6
कानपुर देहात	डेरगपुर	डेरगपुर	सिकहिला	703	0-1-0
				708	0-5-0
				709	0-11-0
				710	1-4-0
				711	0-1-13
				712	1-8-0
				713	0-4-0
				714	0-19-4
				715	0-10-0

[सं. O-14016/173/85-जी. पी.]

S.O. 5047.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3931 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from encumbrances.

**SCHEDULE**  
**H.B.J. Gas Pipe Line Project**

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Kan-pur Dehat	Dera-pur	Dera-pur	Sikhila	703	0-1-0
				708	0-5-0
				709	0-11-0
				710	1-4-0
				711	0-1-13
				712	1-8-0
				713	0-4-9
				714	0-19-4
				715	0-10-0

[No. O-14016/473/85-GP]

का. आ. 5048.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3921 तारीख 17-8-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ;

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है ;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि० में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख की निहित होगी ।

## अनुसूची

जार्जिया-अरेबी-ब्रह्मपुर पाइप लाइन प्रोजेक्ट

जिला	महमूल परतना	गांव	गाटा संख्या	जिया गंगा
1	2	3	4	5
कानपुर	देरापुर	देरापुर	सबलपुर	128
बेहान				129
				130
				132
				376
				377
				378
				379
				380
				381
				382
				410
				411
				412
				469
				470

1	2	3	4	5	6
		सबलपुर-(जोरी)		171	0-0-7 1/2
				174	0-13-16
				175	0-4-4
				177	0-0-15
				178	0-15-0
				179	0-9-0
				480	1-7-0
				490	0-0-15
				492	0-6-0
				493	0-17-5
				495	0-0-7 1/2
				197	0-6-12
				198	1-6-8
				515	0-0-15
				517	0-19-10
				594	0-1-4
				595	0-2-0
				606	0-0-6
				131	0-18-0
				132	0-3-0
				133	0-3-0
				134	0-3-15
				135	0-14-5
				136	0-18-4
				112	0-7-4
				113	0-4-18
				114	0-4-11
				115	0-1-10
				120	0-6-13
				121	0-1-15
				122	0-4-12
				125	0-2-14
				126	0-2-5
				127	0-5-3

[सं. O-14016/463/85/जो. पो.]

S.O. 5048.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3921 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline ;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

## SCHEDULE

## H.B.J. Gas Pipe Line Project

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Kanpur Dehat	Dera-pur	Dera-pur	Salal-pur	128	2-0-12
				129	1-12-12
				130	0-4-10
				182	0-3-0
				376	0-13-10
				377	1-14-12
				378	1-6-5
				379	0-0-7 1/2
				380	1-2-10
				381	0-1-1
				382	0-0-15
				410	0-0-10
				411	0-7-10
				412	0-8-0
				469	0-17-7
				470	0-10-8
				471	0-0-7 1/2
				474	0-13-16
				475	0-4-4
				477	0-0-15
				478	0-15-0
				479	0-9-0
				480	1-7-0
				490	0-0-15
				492	0-6-0
				493	0-17-5
				495	0-0-7 1/2
				497	0-6-12
				498	1-6-8
				515	0-0-15
				517	0-19-10
				594	0-1-4
				595	0-2-0
				606	0-0-6
				131	0-18-0
				132	0-3-0
				133	0-3-0
				134	0-3-15
				135	0-14-5
				136	0-18-4
				112	0-7-4
				113	0-4-18
				114	0-4-11

1	2	3	4	5	6
				115	0-3-10
				120	0-6-13
				121	0-4-15
				122	0-4-12
				125	0-2-14
				126	0-2-5
				127	0-5-3

[No. O-14016/463/85-GP]

का. आ. 5049 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3930, तारीख 17-8-85 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्दिष्ट किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

हाजिरा बरेली जगदीशपुर गैस पाइप लाइन प्रोजेक्ट

ग्राम	तहसील	पगाना	गांव	गाटा सं.	नियत गया रकबा (एकड़ में)
1	2	3	4	5	6
कानपुर	डेगपुर	डेगपुर	बहेरा	158	0-3-0
देहात				147	0-6-0
				148	0-4-0
				159	2-13-10
				156	0-4-0
				159/776	0-2-0

1	2	3	4	5	6	1	2	3	4	5	6
				157	0-7-0					157	0-7-0
				161	1-1-10					161	1-1-10
				162	0-2-0					162	0-2-0
				180	1-12-0					180	1-12-0
				193	1-9-0					193	1-9-0
				194	1-1-0					194	1-1-0
				195	0-1-0					195	0-1-0
				199	0-19-0					199	0-19-0
				200	0-17-0					200	0-17-0
				205	0-3-0					205	0-3-0
				204	0-4-0					204	0-4-0
				203	0-2-0					203	0-2-0
				206	1-0-0					206	1-0-0
				207	0-1-0					207	0-1-0

[सं. O-14016/474/85-जी. पी.]

S.O. 5049.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. No. 3930 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for purpose of laying pipeline ;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall, instead of vesting in Central Government, vest on this date of publication of this declaration in the Gas Authority of India Limited free from all encumbrances.

#### SCHEDULE

##### H.B.J. Gas Pipe Line Project

Distt	Tehsil	Pargana Village	Plot No.	Area Acquired
1	2	3	4	5
Kanpur Dera-Dehat	Dera-pur	Bahera	158	0-3-0
			147	0-6-0
			148	0-4-0
			159	2-13-10
			156	0-4-0
			159/776	0-2-0

[No. O-14016/474/85-GP

का. आ. 5050.—यत् पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का.आ.सं. 4165 तारीख 7-9-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था ।

और यत्: सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट देदी है।

और आगे यत्: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः, उक्त अधिनियम की धारा 6 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

## अनुसूची

हाजिरा बरेली जगदीशपुर गैरप लाईन प्रोजेक्ट

जिला	तहसील	परगना	गांव	गाटा संख्या	लिया गया रकबा
कानपुर मेरठ	डैरापुर	डैरापुर	लाइपुर छीना	71	6 15 10
				82	2 03 —
				87	— — 10
				105	— 01 —
				199	— 03 —
				201	— 03 05
				106	— 15 10
				200	— 2-15—
				198	— 01 —
				197	— 01 —
				196	— 02 —
				109	— 04 10
				193	— 02 10
				110	— 06 10
				194	— 05 10
				114	— 01-10
				115	— 01 —
				116	— — 10
				195	— 06 10
				117	— — 10
				118	— 09 —
				120	— 10 10
				121	— 07 —
				123	— 04 —
				124	— 08 —
				167	1 — —
				125	— — 02
				166	— 02 15
				165	— — 10
				134	— 01-08
				164	— 17 —
				163	— 03 18
				158	— — 10
				159	— — 05
				135	1 02 —
				136	— 04 05
				137	— — 05
				144	— 02 —
				145	2 — —
				146	— 09 —
				143	1 06 10
				150	— 02 08
				482	— 02 10
				171	— — 05
				157	— — 08
				122	— — 10
				46	24 3 14

S.O. 5050.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 4165 dated 7-9-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

## SCHEDULE

## H.B.J. Gas Pipe Line Project

Distt.	Teshil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Kan-pur Dehat	Dera-pur	Dera-pur	Larpur cheona	71	6-15-10
				82	2-02-00
				81	00-00-10
				105	00-01-00
				199	00-03-00
				201	00-03-05
				106	00-15-10
				200	2-15-00
				198	00-01-00
				197	00-01-00
				196	00-02-00
				109	00-04-10
				193	02-02-10
				110	00-06-10
				194	00-05-10
				114	00-01-10
				115	00-01-00
				116	00-00-10
				195	00-06-10
				117	00-00-10
				118	00-09-00
				120	00-10-10
				121	00-07-00
				123	00-04-00
				124	00-08-00
				167	10-00-00
				125	00-00-02
				166	00-02-15
				165	00-00-10

1	2	3	4	5	6
				134	00-01-08
				164	00-17-00
				163	00-03-18
				158	00-00-10
				159	00-00-05
				135	01-02-00
				136	00-04-05
				137	00-00-05
				144	00-02-00
				145	2-00-00
				146	00-09-00
				143	01-06-10
				150	00-02-08
				482	00-02-10
				171	00-00-05
				157	00-00-08
				122	00-00-10
				46	24-3-14

[No. O-14016/488/85-G.P.]

का. आ. 5051 :—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का बर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. संख्य 3908, तारीख 17-8-1985 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची					
हाजिरा बरेली जगदीशपुर गैस पाइप लाइन प्रोजेक्ट					
जिला	तहसील	परगना	ग्राम	गाटा सं.	लिया गया रकबा (एकड़ में)
1	2	3	4	5	6
झाबा	ओरेख्या	ओरेख्या	दहगांव	490	0-36
				517	2-34
				536	0-01
				537	0-68
				539	0-28
				552	0-15
				553	0-08
				554	0-06
				555	0-23
				608	0-47
				719	2-04
				727	0-33
				728	0-16
				732	2-00
				753	0-56
				754	0-30
				756	0-01
				757	0-18
				761	0-01
				760	0-06

[सं. O-14016/477/85-जा.पं.]

S.O. 5051.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3908 dated 17-8-1985 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Limited, free from all encumbrances.



## SCHEDULE

## H.B.J. Gas Pipe Line Project.

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Eta-wah	Auraya	Auraya	Deh-gaon	490	0-36
				517	2-34
				536	0-01
				537	0-68
				539	0-28
				552	0-15
				553	0-08
				554	0206
				555	0-23
				698	0-47
				719	2-08
				727	0-33
				729	0-16
				732	2-00
				753	0-56
				754	0-30
				756	0-01
				757	0-18
				761	0-01
				760	0-06

[No. O-14016/477/85-G.P.]

का. आ. 5052 :—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3907, तारीख 17-8-1985 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

## हाजिरा बरेली अगदीशपुर पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना	गाँव	गाट संख्या	जिमा गन्ना रकबा
1	2	3	4	5	6
इटावा	भीरिया	भीरिया	कचौसा	1472	0-61
				1473	0-60
				1474	0-27
				1475	0-07
				1483	0-56
				1484	0-11
				1485	0-08
				1486	0-10
				1487	0-09
				1488	0-03
				1503	0-03
				1504	0-05
				1505	0-02
				1506	0-50
				1507	0-31
				1508	0-27
				1509	0-11
				1510	0-12
				1512	1-26
				1513	0-10
				1514	0-27
				1515	0-01
				1516	0-03
				1606	0-35
				1607	0-07
				1608	0-25
				1609	0-02
				1610	0-51
				1611	0-22
				1612	0-22
				1613	0-08
				1651	0-20
				1657	0-03
				1661	0-73
				1662	0-05
				1663	0-37
				1664	0-02
				1665	0-07
				1666	0-81

[सं. O-14016/154/85- जी. पी.]

S.O. 5052.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3907 dated 17-8-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from encumbrances.

### SCHEDULE

#### H.B.J. Gas Pipe line Project

Distt.	Teshil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Etawa	Auraiya	Auraiya	Kan-chavshy	1472	0-61
				1473	0-60
				1474	0-27
				1475	0-07
				1483	0-56
				1484	0-11
				1485	0-08
				1486	0-10
				1487	0-09
				1488	0-03
				1503	0-03
				1504	0-05
				1505	0-02
				1506	0-50
				1507	0-31
				1508	0-27
				1509	0-11
				1510	0-12
				1512	1-26
				1513	0-10
				1514	0-27
				1515	0-01
				1516	0-03
				1606	0-35
				1607	0-07
				1608	0-25
				1609	0-02
				1610	0-51
				1611	0-22
				1612	0-22
				1613	0-08
				1651	0-02
				1657	0-03
				1661	0-73

1	2	3	4	5	6	7
				1662	0-05	
				1663	0-37	
				1664	0-02	
				1665	0-07	
				1666	0-81	

[No. O-14016/454/85-G.P.]

का. आ. 5053 :—यतः पेट्रोलियम और खाना पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3927 ता. 17-8-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आग्रह घोषित कर दिया था।

और यतः संक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची					
हाजिरा-बरेली		जगदीशपुर		पाइप लाइन प्रोजेक्ट	
जिला	तहसील	परागना	गांव	गाटा संख्या	लिया गया रकबा
1	2	3	4	5	6
इटावा	औरिया	औरिया	बिनपुरा	424	0-10
				448	0-40
				439	0-09
				440	0-55
				441	0-40
				442	0-30
				166	0-20
				467	0-01

1	2	3	4	5	6	1	2	3	4	5	6
				472	0-05					475	0-04
				473	0-07					476	0-30
				475	0-04					479	0-16
				476	0-30					480	0-30
				479	0-16					482	0-05
				480	0-30					483/1	0-19
				482	0-05					486	0-03
				483/1	0-19					488	0-38
				486	0-03					490	0-12
				488	0-38					491	0-07
				490	0-12					501	0-01
				491	0-07					509/4	0-22
				501	0-01					485	0-05
				509/1	0-22					474	0-01
				485	0-05						
				474	0-01						

[No. O-14016/472/85-G.P.]

[सं. O-14016/472/85-जी.पी.]

S.O. 5053.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3927 dated 17-8-85 under sub-section (1) of section 3 of the Petroleum and Minerals, Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline,

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd free from encumbrances.

### SCHEDULE

#### H.B.J. Gas Pipe line Project

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Etawah	Auraya	Auraya	Bin-pura	424	0-10
				438	0-40
				439	0-09
				440	0-55
				441	0-40
				442	0-30
				466	0-20
				467	0-01
				472	0-05
				473	0-07

का. आ. 5054:— यतः पेट्रोलियम और खनिज पाइप-लाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3920 तारीख 17-8-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है;

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि० में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

घनसूचक						1	2	3	4	5	6
हाजिरा - बरेली - जगदीशपुर पाइप लाइन प्रोजेक्ट										687/1	0-04
जिला										687/2	0-28
तहसील										642	0-35
परगना										643	0-14
गाँव										644	0-24
गाटा संख्या										645	0-18
लिया गया रकबा										648	0-44
1	2	3	4	5	6						
हटावा	औरंगा	औरंगा	बसनीघा	1/1	2-43					813	0-52
				1/2	0-20					814	0-02
				2/1	0-20					718	0-03
				2/2	0-06					719	0-34
				4	0-21					720	0-18
				4	0-28					721	0-10
				6/1	0-43					722	0-09
				6/2	0-02					730	0-19
				11	0-09					731	0-07
				38/1	0-13					732	0-46
				38/2	0-10					739	0-01
				38/3	0-33					740	0-40
				38/4	0-35					741	0-08
				38/5	0-04					745	0-06
				40	0-35					766	0-06
				41	0-35					823	0-06
				43/1	0-15					824/1	0-70
				43/2	0-04					824/2	0-05
				34	0-77					829/1	0-30
				51/1	0-20					829/2	0-80
				52/2	0-18					829/3	0-13
				62	0-05					829/4	0-03
				63/1	0-11					829/5	0-02
				63/2	0-12					829/6	0-05
				65/1	0-07					830	0-25
				65/2	0-14					742	0-40
				64	0-11					743	0-28
				65/3	0-07						
				66	0-22						
				67/1	0-03						
				67/2	0-01						
				72	0-30						
				75	0-39						
				76	0-65						
				77	0-56						
				573	0-14						
				596	0-03						
				597	0-54						
				601/1	0-10						
				601/2	0-20						
				601/3	0-06						
				601/4	0-03						
				601/5	0-05						
				601/6	0-11						
				621	0-26						
				622	0-08						
				634	0-58						
				653/1	0-01						
				635/2	0-01						

[सं. O-14016/461/85-जी.पी.]

S.O. 5054.—Whereas by notification of the Government of India in the Ministry of Petroleum S. O. 3920 dated 17-8-85 under sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in

Central Government declared its intention to acquire of this declaration in the Gas Authority of India Limited, free from encumbrances.

## SCHEDULE

## H.B.J. Gas Pipe Line Project.

Distt.	Tehsil	Pargana	Village	Plot No.	Area Acquired
1	2	3	4	5	6
Etawah	Auraiya	Auraiya	Chamroua	1/1	2-43
				1/2	0-20
				2/1	0-20
				2/2	0-06
				4	0-21
				5	0-28
				6/1	0-43
				6/2	0-02
				11	0-09
				38/1	0-13
				38/2	0-10
				38/3	0-33
				38/4	0-35
				38/5	0-04
				40	0-35
				41	0-35
				43/1	0-15
				43/2	0-04
				34	0-77
				51/1	0-20
				51/2	0-18
				62	0-05
				63/1	0-11
				63/2	0-12
				65/1	0-07
				65/2	0-14
				64	0-11
				65/3	0207
				66	0-22
				67/1	0-03
				67/2	0-01
				72	0-30
				75	0-39
				76	0-65
				77	0-56
				573	0-14
				596	0-03
				597	0-54
				601/1	0-10
				601/2	0-20
				601/3	0-06
				601/4	0-08
				601/5	0-05
				601/6	0-11
				621	0-26
				622	0-08

1	2	3	4	5	6
				634	0-58
				635/1	0-01
				635/2	0-01
				637/1	0-04
				637/2	0-28
				642	0-35
				643	0-14
				644	0-24
				645	0-18
				648	0-44
				813	0-52
				814	0-02
				718	0-03
				719	0-34
				720	0-18
				721	0-10
				722	0-09
				730	0-19
				731	0-07
				732	0-46
				739	0-01
				740	0-40
				741	0-08
				745	0-06
				766	0-06
				823	0-06
				824/1	0-70
				824/2	0-05
				829/1	0-30
				829/2	0-80
				829/3	0-13
				829/4	0-03
				829/5	0-02
				829/6	0-05
				830	0-25
				742	0-40
				743	0-28

[No. O-14016/461/85-G.P.]

का. आ. 5055 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिमूचना का. आ. सं. 3955, तारीख 17-8-85 द्वारा केन्द्रीय सरकार ने उस अधिमूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः मक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिमूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अब: उक्त अधिनियम की धारा 8 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन विस्तार के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय रैम प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

हाजिरा-बरेल-जगदलपुर रैम पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना	ग्राम	गांव संख्या	लिया गया रकबा एकड़ में)
1	2	3	4	5	6
इटावा	ओरिया	ओरिया	बर्बना	363	0-33
				364	0-55
				369	0-76
				400	0-78
				403	0-45
				414	0-02
				424	0-03
				475	3-32
				426	0-18
				429	0-13
				430	0-20
				431	0-25
				440	0-03
				428	0-02
				446	0-42
				453	0-01
				455	0-02
				456	0-10
				457	0-22
				458	0-39
				459	0-22
				460	0-07
				462	0-02
				463	0-03
				464	0-28
				466	0-18
				475	0-06
				476	0-01
				505	0-05
				506	0-32
				508	0-99
				512/1	0-08
				535	0-10
				534	0-01
				517	0-15
				538	0-33

1	2	3	4	5	6
				559	1-48
				593	0-06
				939	0-02
				941	0-19
				943	0-18
				944	0-47
				924	0-10
				925	0-11
				926	0-03
				934	0-04
				935	0-01
				936	0-43
				937	0-04
				938	0-04
				939	0-05
				952	0-03
				953	0-11
				964	0-10
				965	0-20
				966	0-05
				967	0-18
				968	0-31
				969	0-03
				971	0-02
				972	0-05
				985	0-43
				986	0-10
				987	0-08
				988	0-33
				989	0-32
				991	0-08
				992	0-07
				963	0-35
				994	0-01

[सं. O-14016/455/85-जे पी.]

एम० एम. अंगिरासन, निदेशक

S.O. 5055.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3911 dated 17-8-1985 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

## SCHEDULE

## H.B.J. Pipe Line Project

Distt.	Tehsil	Pargana	Village	Plot No.	Area Ac-quired
1	2	3	4	5	6
Eta-wah	Auraya	Auraya	Bibina	363	0-33
				364	0-55
				369	0-76
				400	0-78
				403	0-45
				414	0-02
				424	0-03
				425	0-32
				426	0-18
				427	0-13
				430	0-20
				431	0-25
				440	0-03
				428	0-02
				446	0-42
				453	0-01
				455	0-02
				456	0-10
				457	0-22
				458	0-37
				459	0-02
				460	0-07
				462	0-02
				463	0-03
				464	0-28
				466	0-18
				475	0-06
				476	0-01
				505	0-05
				506	0-82
				508	0-99

1	2	3	4	5	6
				522/1	0-08
				535	0-10
				534	0-01
				537	0-15
				538	0-33
				539	1-48
				598	0-06
				920	0-02
				921	0-19
				922	0-18
				923	0-47
				924	0-10
				925	0-11
				926	0-08
				934	0-34
				935	0-01
				936	0-43
				937	0-04
				938	0-04
				939	0-05
				952	0-03
				753	0-13
				964	0-10
				965	0-20
				966	0-05
				967	0-18
				968	0-31
				969	0-03
				971	0-02
				972	0-05
				985	0-43
				986	0-10
				987	0-08
				988	0-33
				989	0-32
				991	0-08
				992	0-07
				963	0-85
				994	0-01

[No. O—14016/455/85-G.P.]

M.S. SRINIVASAN, Director

## खाद्य एवं नागरिक आपूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक संस्था

नई दिल्ली, 2 सितम्बर, 1985

क्रमांक. 5056-जनक-ममव पर सुसंगोहित भारतीय मानक संस्था (प्रमाणन मूद्र) विनियम, 1955 के विनियम 14 के उपविनियम (4) के, भारतीय मानक संस्था द्वारा अधिमूर्चित करती है कि लाइसेंस संख्या सीएम/एल-1164439 जिसके अन्तर्गत नीचे अनुसूची में दिए गए हैं, लाइसेंसधारी के अनुरोध पर रद्द कर दिया गया है।

## अनुसूची

क्र० सं.	लाइसेंस संख्या और दिनांक	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	सम्बद्ध भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1.	सी एम/एल-1164439 1983-02-16	मेसर्स हिन्द टिन इंडस्ट्रीज, पी-355, केयातल्ला रोड, कलकत्ता-700029	18-लिट्र के वर्गाकार टिन	IS: 916-1975-18 लिटर के वर्गाकार टिनों की विशिष्ट (दूसरा पुनरीक्षण)

[सी एम डी/55: 1164439]

## MINISTRY OF FOOD &amp; CIVIL SUPPLIES

(Department of Civil Supplies)

## INDIAN STANDARDS INSTITUTION

New Delhi, the 2nd September, 1985

S.O. 5056 : In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-1164439 particulars of which is given in the schedule below has been cancelled with effect from 1984-09-01 at the request of the licensee:—

Sl. No.	Licence No. and Date	Name & Address of the Licensee	Article/Process covered by the Licence Cancelled	Relevant Indian Standard
1	2	3	4	5
1.	CM/L-1164439 1983-02-16	M/s Hind Tin Industries P-355, Koyatala Road Calcutta-700029	18-Litre square tins	IS:916-1975 Specification for 18-Litre square tins (Second Revision)

[CMD/55:1164439]

नई दिल्ली, 14 अक्टूबर, 1985

कां०या० 5057.—समय समय पर सशोधित भारतीय मानक संस्था (प्रमाणन मुहर) विनियम 1955 के विनियम 14 के उपविनियम (4) के, भारतीय मानक संस्था एन०द्वारा अधिसूचित करती है कि लाइसेंस सं० सी एम/एल-1272442, जिसके अधीन नीचे अनुसूची में दिए गए हैं, कम्पनी द्वारा लाइसेंस लागू रखने में रुचि न लेने के कारण दिनांक 85-05-16 से रद्द कर दिया गया है।

## अनुसूची

क्रम सं.	लाइसेंस सं० और दिनांक	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	सम्बद्ध भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1.	सी एम/एल-1272442 1984-01-28	मेसर्स बी०डी० स्टील रोलिंग मिल्स, 79, इंड-स्ट्रियल एरिया, चंडीगढ़	कंक्रीट प्रबलन के लिए शीत-कृत इस्पात की उच्च शक्ति विकृत सरिया ग्रेड 415-500	IS: 1786-1979 कंक्रीट प्रबलन के लिए शीतकृत इस्पात की उच्च शक्ति विकृत सरिया की विशिष्ट (दूसरा पुनरीक्षण)

[सी एम डी/55: 1272442]

का० बी०एन० सिंह, अपर महाविशेषक (मुहर)

New Delhi, the 14th October, 1985

S.O.—5057. In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-1272442 particulars of which are given in the Schedule below has been cancelled with effect from 85-05-16 as the firm is not interested to operate the licence.



## SCHEDULE

Sl. No.	Licence No. and Date	Name & Address of the Licencee	Article/process covered by the Licence Cancelled	Relevant Indian Standards
1	2	3	4	5
1.	CM/L-1272442 1984 0128	M/s. Bee Dee Steel Rolling Mills, 79, Industrial Area, Chandigarh.	Cold worked steel high strength deformed bars for concrete reinforcement Grades : Fe 415 Fe 500	IS:1786-1979 specifications for cold work steel high strength deformed bars for concrete reinforcement (second revision)

[CMD/55 : 1272442]

B. N. SINGH, Addl. Director General, ISI.

**स्वास्थ्य और परिवार कल्याण मंत्रालय**  
(स्वास्थ्य विभाग)

नई दिल्ली, 10 अक्टूबर, 1985

अदेश

का. आ. 5058.—यतः केन्द्रीय सरकार ने भारत सरकार के स्वास्थ्य मंत्रालय की 4 जून, 1964 की अधिसूचना संख्या एफ.-16/15/63-एम-1/एम. पी. टी. (सा. का. 2041) के द्वारा यह निदेश दिया है कि "एम. बी. बी. एस. (मिडनी विश्वविद्यालय, आस्ट्रेलिया)" को चिकित्सा अर्हता भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) के प्रयोजनार्थ मान्यता प्राप्त चिकित्सा अर्हता होगी;

और यतः (श्रीमती) रेवन रोबर्टा हरिसन, जो उक्त अर्हता रखती है, धर्मार्थ कार्य के लिए फिलहाल चिल्डन आर्थोपेडिक अस्पताल, बम्बई से सम्बद्ध है।

अतः, अत्र, उक्त अधिनियम का धारा 14 को उप-धारा (j) के परन्तुक के खंड (ग) के अनुसरण में केन्द्रीय सरकार एतद्वारा निदिष्ट करती है :—

(1) दो वर्ष की अवधि; अथवा

(2) वह अवधि जब तक डा. (श्रीमती) रेवन रोबर्टा हरिसन चिल्डन आर्थोपेडिक अस्पताल, बम्बई से सम्बद्ध रहेंगी जो भी कम हो, उनकी मेडिकल प्रैक्टिस को अवधि सीमित होगी।

[संख्या बा-11010/7/85-एम०ई०(पं०)]

चन्द्रानन, प्रवर सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 10th October, 1985

## ORDER

S.O. 5058.—Whereas by the notification of the Government of India in the Ministry of Health No. F.16/15/63-MI/MPT (S.O. 2041) dated the 4th June, 1964, the Central Government has directed that the medical qualification, "M.B.B.S. (University of Sydney, Australia)" shall be recognised medical qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. (Mrs.) Raven Roberta Harrison, who possesses the said qualification is for the time-being attached to the Children Orthopaedic Hospital, Bombay for the purpose of charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies :—

(i) a period of two years; or

(ii) the period during which Dr. (Mrs.) Raven Roberta Harrison is attached to the said Children's Orthopaedic Hospital, Bombay whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. V. 11016/7/85-ME(P)]

CHANDER BHAN, Under Secy.

## इस्पात और खान मंत्रालय

(खान विभाग)

नई दिल्ली, 11 अक्टूबर, 1985

का.आ. 5059.—सार्वजनिक परिस्तर (अनधिकृत अधिभोक्ताओं की वेदखर्च) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त का प्रयोग करते हुए तथा भारत सरकार, इस्पात और खान मंत्रालय (खान विभाग) की भारत के राजपत्र भाग 2, खंड 3(ii) में का.आ.सं. 3921 के रूप में प्रकाशित दिनांक 27-11-82 की अधिसूचना के अतिरिक्त में, केन्द्र सरकार एतद्वारा एक निगमित प्राधिकरण हिन्दुस्तान जिक लिमिटेड, उदयपुर, के निम्नलिखित मारणा के कालम-1 में उल्लिखित अधिकारियों को, सरकार के राजपत्रित अधिकारियों के समकक्ष होने के लिये कथित अधिनियम के प्रयोजनों के लिए, सम्पदा अधिकारों नियुक्त करता है, जो कथित हिन्दुस्तान जिक लिमिटेड की सार्वजनिक परिस्तर के संबंध में कथित मारणा के कालम 2 तत्संबंधी क्षेत्राधिकार की स्थानीय संस्थाओं के अन्तर्गत उन सभी अधिकारों का प्रयोग करेंगे तथा वे सभी कार्य करेंगे, जो कथित अधिनियम के द्वारा अथवा उसके अन्तर्गत सम्पदा अधिकारियों को माँगे गए हैं।

मारणा

अधिकारियों के नाम		स्थानीय क्षेत्राधिकार
1	2	3
1. महाप्रबन्धक, जावर खाने, जिला उदयपुर, राजस्थान।		जिला उदयपुर (राजस्थान) की तहसील गिरवा के ग्राम जावर, टिडी और अमरपुरा तथा तहसील गारदा के ग्राम झलरिया सिंगतवाड़ा और रेवातलाई में स्थित जावर खान समूह
2. महाप्रबन्धक, जस्ता प्रद्रावक देवारी, पां० आ० देवारी, उदयपुर, राजस्थान।		जिला उदयपुर (राजस्थान) की तहसील गिरवा के ग्राम देवारी और विचडी तथा तहसील मावलिन के ग्राम गुडली में स्थित जस्ता प्रद्रावक और उसके अधीन रिहायशी कानोनी, अन्न लूना क्षेत्र और भूमि तथा अन्य परिस्तर, सहित जस्ता प्रद्रावक।

1

2

TABLE

3. कार्य प्रबन्धक-II सीमा प्रद्रावक, दुन्दू पो.आ. दुन्दू जिला धनबाद, बिहार।	जिला धनबाद (बिहार) के थाना गमार, उप-सभाग भगमारा के गांव दुन्दू में सभूचा मोना प्रद्रावक उसके विभिन्न भवन, गिरायणी कालोनी और खुली भूमि तथा उसके अन्तर्गत अन्य परिसर।
4. मह प्रबन्धक, राजपुरा दरबा खानें, पो.आ. दरबा, जिला उदयपुर, राजस्थान।	जिला उदयपुर की तहसील रेवमगरा के ग्राम दरबा, राजपुरा, अजना महेंद्रिया तथा जिला चित्तौड़गढ़ की तहसील कपसान के ग्राम चक्रपार्डिया में स्थित राजपुरा दरबा खान समूह (अधिश्रुत भूमि और उस पर निर्मित भवन सहित) का सम्पूर्ण खनि पट्टा क्षेत्र।
5. प्रबन्धक (प्रशासन), मुख्यालय, 6, नया फतेहपुर, उदयपुर राजस्थान।	उदयपुर शहर (राजस्थान) में स्थित कम्पनी के मुख्यालय के भवन और उनके अधीन, क्वार्टर्स, रेस्ट हाउस तथा कार्यालय परिसर।
6. महाप्रबन्धक, जस्ता प्रद्रावक, विशाखापत्तनम, अन्ध्र प्रदेश।	जिला विशाखापत्तनम (अन्ध्र प्रदेश) के गिन्डी तथा मुलागुडा ग्रामों में सम्पूर्ण जस्ता प्रद्रावक गिरायणी कालोनी तथा खुली भूमि और अन्य परिसर।
7. अधीक्षक खान, मटून खानें, जिला उदयपुर, राजस्थान।	जिला उदयपुर (राजस्थान) में तहसील गिरवा के ग्राम मटून, कागपुर तथा लकरवास में स्थित मटून खानें।
8. अधीक्षक खान, सर-गोपल्ली खान परि-योजना, पो.आ. सरगोपल्ली, जिला सुन्दरगढ़, उड़ीसा।	ग्राम किरपिसारा, लोकडेगा, नैलिपल्ली, महिकनी, बड़बंगा, भारतपुर तथा इच्छानाला में सरगोपल्ली का समूचा खनि पट्टा क्षेत्र (अधिश्रुत भूमि तथा उस पर निर्मित भवन सहित)।
9. अधीक्षक खान-2, अग्नि-गुन्डाला ससा परि-योजना, पो.आ. बडालमोट्ट, जिला गुन्टूर आन्ध्र प्रदेश।	बडालमोट्ट ग्राम में स्थित अग्निगुन्डाला का सम्पूर्ण खनि पट्टा क्षेत्र (अधिश्रुत भूमि और उस पर निर्मित भवन सहित)।

[फाइल नं. 6(17)/85-मेटल-2]

दुर्गादास गुप्ता, उप सचिव

## MINISTRY OF STEEL AND MINES

(Department of Mines)

New Delhi, the 11th October, 1985

S.O.5059.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines), published in Gazette of India, Part II, Section 3(ii) as S.O. No. 3921 dated the 27th November, 1982, the Central Government hereby appoints the following officers of the Hindustan Zinc Limited, Udaipur, a corporate authority, mentioned in column (1) of the Table below, being officers equivalent to the rank of Gazetted Officers of the Government to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of their respective jurisdictions specified in the corresponding entries in column (2) thereof, in respect of public premises belonging to the said Hindustan Zinc limited

Designation of the Officers	Local limits of jurisdiction
1	2
1. General Manager, Zawar Mines, District Udaipur, Rajasthan,	Zawar Group of Mines located in Village Zawar Tidi and Amarpura, Tehsil Girwa and villages Bhalaria, Singatwara and Rawatalai, Tehsil Sarada of District Udaipur (Rajasthan).
2. General Manager, Zinc Smelter Debari P.O. Debari, Udaipur Rajasthan.	Zinc Smelter including the residential colony buildings and open area and land and other premises under the zinc smelter in villages Debari and Bichdi in Tehsil Girwa and Village Gudli in Tehsil Mavlim, District Udaipur, Rajasthan.
3. Works Manager-II, Lead Smelter Tundoo, P.O. Tundoo, District Dhanbad, Bihar.	Complete lead smelter, its various buildings residential colony and open land and other premises under the lead smelter in village Tundoo sub-Division Bhagmara, P.S. Bhagmara of District Dhanbad (Bihar).
4. General Manager, Rajpura-Dariba Mines, P.O. Dariba, District Udaipur, Rajasthan.	Entire mining lease area of Rajpura-Dariba group of Mines (including lands acquired and buildings constructed thereon) in villages Dariba, Rajpura, Anjana, Mahendriya of Tehsil Railmagra, District Udaipur and village Chakpatria of Tehsil Kapasan, District Chittorgarh (Rajasthan).
5. Manager, (Administration) Head Office, 6, New Fatehpura, Udaipur (Rajasthan)	Head Office buildings, quarters, guest houses and office premises of the company at headquarters located in Udaipur city (Rajasthan).
6. General Manager, Zinc Smelter, Visakhapatnam, Andhra Pradesh	Complete zinc smelter residential colony and open land and other premises in villages Mindi and Mulaguda Distt. Visakhapatnam (Andhra Pradesh)
7. Superintendent of Mines, Maton Mines, District Udaipur, Rajasthan.	Maton mines located in village Maton, Kanpur and Lakarvas of Tehsil Girwa, District Udaipur (Rajasthan).
8. Superintendent of Mines, Sargipalli Mine Project, P.O. Sargipalli, Distt. Sundergarh, Orissa.	Entire mining lease area of Sargipalli (including lands acquired and buildings constructed thereon) in village Kirpissara, Lokdega, Nailipalli, Mahikani, Badabanga, Bharatpur and Iechanala.
9. Superintendent of Mines-II Agnigundala Lead Project, P.O. Bandalamottu, Distt. Gunur, Andhra Pradesh.	Entire mining lease area of Agnigundala located in Bandalamottu village (including lands acquired and buildings constructed thereon).

[File No. 6(17)/85-Met. II]

DURGADAS GUPTA. Dy. Secy.

## उर्जा मंत्रालय

## (कोयला विभाग)

नई दिल्ली, 14 अक्टूबर, 1985

क्र०अ० 5060.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे तपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण कलकट्टर, धनबाद (बिहार) या कोयला नियंत्रक, 1-काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (संगठन योजना और परियोजना), भारत कोकिंग कोल लिमिटेड, कोयला भवन, डाकघर कोयला नगर, जिला धनबाद (बिहार) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में दितवद्ध कोई व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को, कोयला धारक (अर्जन और विकास) नियम, 1957 के नियम 5 द्वारा यथा अपेक्षित इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर निदेशक (ओ) पश्चिम, भारत कोकिंग कोल लिमिटेड, धनबाद को भेजेगा।

## अनुसूची

## महल ब्लाक

(झरिया कोयला क्षेत्र)

रेखाचित्र सं० बी सी सी एल/ई डी/42-81

तारीख 17-7-1982

(जिसमें पूर्वोक्षण के लिए अधिसूचित की जाने वाली भूमि दर्शित की गई है।)

क्र०सं०	ग्राम	थाना संख्या	थाना	जिला	क्षेत्र	टिप्पणियाँ
1	2	3	4	5	6	7
1.	पर्वतपुर	204	चम	धनबाद	41.00 एकड़	भाग
2.	फनेहपुर	212	चम	धनबाद	53.00 एकड़	भाग
3.	ग्रामलाबाद	213	चम	धनबाद	111.20 एकड़	भाग
4.	काराडी	214	चम	धनबाद	118.10 एकड़	संपूर्ण
5.	केदुलिया	215	चम	धनबाद	79.93 एकड़	संपूर्ण
6.	तिलातनर	216	चम	धनबाद	329.23 एकड़	संपूर्ण
7.	बिराजडीह	217	चम	धनबाद	26.00 एकड़	भाग
8.	नवाडीह	218	चम	धनबाद	110.50 एकड़	भाग
9.	कर्मातनर	219	चम	धनबाद	79.11 एकड़	संपूर्ण
10.	देवग्राम	220	चम	धनबाद	650.00 एकड़	संपूर्ण
11.	उपरबाधा	221	चम	धनबाद	8.70 एकड़	भाग
12.	जगीडीह	222	चम	धनबाद	71.60 एकड़	भाग
13.	महल	225	चम	धनबाद	1101.30 एकड़	भाग
14.	नाराडीह	226	चम	धनबाद	89.56 एकड़	संपूर्ण
15.	मिठ्ठाबुडीह	227	चम	धनबाद	232.70 एकड़	भाग
16.	कुलसारा	228	चम	धनबाद	51.14 एकड़	संपूर्ण
17.	सीतानाला	229	चम	धनबाद	16.00 एकड़	भाग
18.	चकपारबाद	232	चम	धनबाद	1.30 एकड़	भाग
19.	बनमारा	233	चम	धनबाद	191.00 एकड़	भाग
20.	मानपुर	234	चम	धनबाद	96.00 एकड़	भाग
21.	झरना	234	चम	धनबाद	30.80 एकड़	भाग
22.	गुदनीभीना	236	चम	धनबाद	2.70 एकड़	भाग
23.	भोवरा	112	झरिया	धनबाद	230.00 एकड़	भाग
कुल क्षेत्र					3270.87 एकड़ (लगभग)	
या					1518.31 हैक्टर (लगभग)	

## सीमा वर्णन

क-ख-ग ग-घ और घ-ङ	रेखा अमलाबाद गांव से होकर जाती है और बिन्दु "ड" पर मिलती है।
ङ-च	रेखा भीरा ग्राम से होकर (दामोदर नदी के दक्षिणी तट के भाग के साथ-साथ) जाती है और बिन्दु "घ" पर मिलती है।
च-छ	रेखा भीरा ग्राम से दामोदर नदी से होकर जाती है और बिन्दु "छ" पर मिलती है।
छ-ज	रेखा दामोदर नदी के बाएं तट के भाग के साथ साथ जाती है तथा ग्राम भीरा से होकर गुजरती है और बिन्दु "ज" पर मिलती है।
ज-झ	रेखा ग्राम भीरा, सीतानाला और सिखबुडीह से दामोदर नदी से होकर जाती है और बिन्दु "झ" पर मिलती है।
झ-ञ	रेखा ग्राम सिखबुडीह और सीतानाला से होकर जाती है और बिन्दु "ञ" पर मिलती है।
ट-ठ और ड-डू	रेखा ग्राम सीतानाला, बनसरा, चाक परबद, गानपुर और झरना से होकर जाती है और बिन्दु "डू" पर मिलती है।
ड-प	रेखा ग्राम झरना, महल, जुमोडीह और ऊपरबाधा से होकर जाती है और बिन्दु "प" पर मिलती है।
ण-न और त-क	रेखा ग्राम ऊपरबाधा, पर्वतपुर, देवगाम, नवाडीह, विरागडीह और फतेहपुर से होकर जाती है और बिन्दु "क" पर मिलती है।

[न० 19/83/82-सी एन/सी ए]

## MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 14th October, 1985

S.O. 5060.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed:

Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification may be inspected in the office of the Collector, Dhanbad (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Director (Corporate Planning and Projects), Bharat Coking Coal Limited Koyla Bhavan, Post Office-Koyla Nagar, District Dhanbad (Bihar).

Any person interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Director (D) West, Bharat Coking Coal Limited Dhanbad within ninety days from the date of the publication of this Notification in the Gazette of India, as required by rule 5 of the Coal Bearing Areas (Acquisition and Development) Rules, 1957.

## SCHEDULE

Mahal Block  
(Jharia Coalfield)

DRG No. BCCL/ED/42-82

dt. 17-7-82

(Showing Land to be notified for prospecting)

S. No.	Village	Thana No.	Thana	District	Area	Remarks
1.	Parbatpur	204	Chas	Dhanbad	41.00 Acres	Part
2.	Fatehpur	212	"	-do-	53.00 "	"
3.	Amlabad	213	"	-do-	111.20 "	"
4.	Karadi	214	"	-do-	118.10 "	Full
5.	Kendulia	215	"	-do-	79.93 "	"
6.	Tilatanr	216	"	-do-	329.23 "	"
7.	Birajdi	217	"	-do-	26.00 "	Part
8.	Nawadih	218	"	-do-	110.50 "	"
9.	Karmatanr	219	"	-do-	79.11 "	Full
10.	Debgram	220	"	-do-	650.00 "	Full
11.	Uparbandha	221	"	-do-	8.70 "	Part
12.	Ju Didih	222	"	-do-	71.60 "	"
13.	Mahal	225	"	-do-	1101.30 "	"
14.	Naradih	226	"	-do-	89.56 "	Full
15.	Sibbabudhi	227	"	-do-	232.70 "	Part
16.	Kulsara	228	"	-do-	51.14 "	Full
17.	Sitanala	229	"	-do-	16.00 "	Part
18.	Chakparbad	232	"	-do-	1.30 "	"
19.	Bansara	233	"	-do-	191.00 "	"
20.	Manpur	234	"	-do-	96.00 "	"
21.	Jharna	235	"	-do-	30.80 "	"
22.	Gundilbitha	236	"	-do-	2.70 "	"
23.	Bhowra	112	Jharia	-do-	230.00 "	"

3720.87 Acres (Approx.)

or 1518.31 Hectares ( , , )

## BOUNDARY DESCRIPTION

A-B-C, C-D & D-E	Line passes through the village Amlahad and meets at point E.
E-F	Line passes through the village Bhowra (along with the part right Bank of River Damodar) and meets at Point F.
F-G	Line passes through River Damodar in village Bhowra and meets at Point G.
G-H	Line passes through the village Bhowra along with the part left Bank of River Damodar and meets at Point H.
H-J	Line passes through River Damodar in villages Bhowra, Sitanala and Sibbahudih and meets at Point J.
J-K	Line passes through the villages Sibbahudih and Sitanala and meets at Point K.
K-L & L-M	Line passes through the villages Sitanala, Bansara, Chak Parbad, Manpur and Jharna and meets at point M.
M-N	Line passes through the villages Jharna, Mahal, Jugidih and Uparbandha and meets at Point N.
N-O & O-A	Line passes, through the villages Uparbandha, Parbatpur, Deogram, Nawadih, Birajdi and Fatehpur and meets at Point A.

[No. 19/83-82-CL/CA]

कां.आं. 5061.—जबकि कोयला धारी क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उप-धारा (1) के अधीन जारी और भारत के अधिधारण राजपत्र के भाग II, खंड 3 उपखंड (ii) में दिनांक 16 मार्च 1985 की पृष्ठ संख्या 1 से 6 पर प्रकाशित भारत के इस्पात, खान और कोयला मंत्रालय (कोयला विभाग) की अधिसूचना कां.आं.सं. 194 (अ) दिनांक 18 मार्च, 1985 द्वारा केन्द्रीय सरकार उक्त अधिसूचना के साथ संलग्न अनुसूची में उल्लिखित भूमि का अधिग्रहण करने की अपने आशय की सूचना दी थी।

और जबकि केन्द्रीय सरकार की जानकारी में यह पाया गया है कि अधिधारण गजट में उक्त अधिसूचना के प्रकाशन में छपाई की, कुछ त्रुटियाँ रह गई हैं।

इसलिए अब उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का और इस संबंध में प्राप्त अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के साथ संलग्न अनुसूची में निम्नलिखित संशोधन करती है।

पृष्ठ 1 पर :—

- (क) अधिसूचना में "टिप्पणी" के स्थान पर "टिप्पणी-1" पढ़े।  
और रेखांक सं. सी-1 (ई)/3/डि.आर. 288-0784 के स्थान पर रेखांक सं. सी-1 (ई)/III/डि. आ.र./288/0784 पढ़ें।

पृष्ठ 2 पर :—

- (ख) अनुसूची में "खेवर सं." के स्थान पर "खेवट सं." पढ़ें।  
(ग) अनुसूची में क्रम सं. 1 में तहसील स्वयं के लोबे "कठवीरा" के स्थान पर "कठवीरा" पढ़ें।  
(घ) अनुसूची में क्रम सं. 3 में "मलगांव" के स्थान पर "मानगांव" पढ़ें। और क्रम सं. 7 में "रेकी" के स्थान पर "रेणकी" पढ़ें। जहाँ कहीं यह शब्द प्रयुक्त हुए हों उसकी जगह "मानगांव" और "रेणकी" पढ़ें।  
(ङ) ग्राम बेवटिकरी में अर्जित किए जाने वाले प्लॉट सं. में "365" से "372 (नाग)" के स्थान पर "365 से 372" पढ़ें।

- (च) ग्राम सिरकी में अर्जित किए जाने वाले प्लॉट सं. में "69 से 70" के स्थान पर "69, 70" पढ़ें।

पृष्ठ 3 पर :—

सीमा वर्णन में :—

- (छ) रेखा "ब-छ" में बिन्दु "ग" पर मिलती है के स्थान पर बिन्दु "छ" पर मिलती है पढ़ें।  
(ज) रेखा "छ-ज-झ" में "बरदी बाजार" के स्थान पर "हरदी बाजार" पढ़ें।

उपर्युक्त संशोधन से संबंधित किसी भी भूमि से हितवद्ध कोई व्यक्ति इस अधिसूचना के जारी होने के 30 दिनों के अन्दर उक्त पूर्ण भूमि के अथवा उसके किसी भाग के अधिग्रहण पर अथवा उक्त अधिनियम की धारा 8 का उपधारा (1) की व्यवस्था अनुसार ऐसी किसी भूमि पर किसी प्रकार के अधिकार अधिग्रहण पर आपत्ति कर सकता है।

[फा. सं. 43019/24/84-सी. आं. एं.]

समय सिंह, प्रवर सचिव

S.O. 5061.—Whereas by the notification of the Government of India in the Ministry of Steel, Mines and Coal (Department of Coal) No. S.O. 194(E) dated the 16th March, 1985, Part II, Section 3, Sub-section (ii) at pages 1 to 6 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands described in the Schedule appended to that notification;

And whereas it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act and of all other powers enabling it in this behalf, the Central Government hereby amends the Schedule appended to the said notification as follows :—

At page 4—

- (i) in the notification in para No. 2 for "obtained" read "obtainable";  
(ii) in the Schedule Sl. No. 4 in column area in hectares for "16.935" read "126.935";  
(iii) in the Schedule Sl. No. 7 in column area in hectares for "6.971" read "26.971";  
(iv) in the Schedule Sl. No. 9 in column area in hectares for "535.56" read "535.526";  
(v) in the Schedule total area in acres for "404.25" read "4204.25";

At page 5—

- (i) Plot numbers to be acquired in village Ratija in plot No. for "832 (Par)" read "832 (Part)";  
(ii) in the boundary description line A-B for "81" read "281";  
(iii) in the boundary description line C-D for "30-40" read "39-40";  
(v) in the boundary description line G-H-I for "Bardi-bazar" read "Hardibazar";  
(v) in the boundary description line I-J for "143" read "134".

Any person interested in any land in respect of which the above amendment has been issued, may, within thirty days of the publication of this notification, object to the acquisition of the whole or any part of the said land, or any rights

in any of such land in terms of sub-section (1) of section 8 of the said Act to the Coal Controller, 1, Council House Street, Calcutta.

[No. 43019/24/84-CA]

SAMAY SINGH, Under Secy.

### कृषि और ग्रामीण विकास मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 17 अक्टूबर, 1985

आदेश

क्र.आ. 5062—केन्द्रीय सरकार, आवश्यक, वस्तु अधिनियम, 1955 (1955 का 10) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद द्वारा निदेश देता है कि इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट किस्मों के किसी पशु चारे की बाबत उक्त अधिनियम की धारा 3 की उपधारा (2) के खंड (घ) तथा (च) के अधीन, आदेश करने की शक्ति का प्रयोग, मध्य प्रदेश राज्य में उसकी सरकार द्वारा भी किया जा सकेगा।

2. यह आदेश भारत के राजपत्र में इसकी प्रकाशन की तारीख से प्रारम्भ और 30 जून 1986 का पतन होने वाला अवधि के लिए प्रवृत्त रहेगा।

अनुसूची

पशु चारे की किस्में

1. कड़बी (जवार की डंडल)
2. पैरा (धान डंडल)
3. गेहूं का भूसा
4. घास तथा भूशियों द्वारा उपयोग की जाने वाली चारे की अन्य किस्में।

[सं 32-6/79-एन डी 2]

बी० ए० सराव, अपर सचिव

### MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT

(Department of Agriculture and Cooperation)

New Delhi, the 17th October, 1985

#### ORDER

S.O. 5062.—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955) the Central Government hereby directs that the power to make

orders under clauses (d) and (f) of sub-section (2) of section 3 of the said Act, shall, in relation to the Cattle Fodder of any of the varieties specified in the Schedule hereto annexed, be exercisable also by the Government of the State of Madhya Pradesh in that State.

2. This order shall remain in force for the period commencing from the date of its publication in the Gazette of India and ending with the 30th June, 1986

#### SCHEDULE

#### Varieties of Cattle Fodder

1. Kadbi (Jowar Stems).
2. Palra (Paddy Stems).
3. Wheat bhusa.
4. Grass and other varieties of fodder consumed by cattle.

[No. 32-6/79-LD II]

B. S. SARAO, Addl. Secy.

नई दिल्ली, 24 सितम्बर, 1985

क्र.आ. 5063—भारत सरकार, तत्कालीन राजस्व और कृषि विभाग भारतीय लोक दुग्ध व्यवस्था के संबंध में तारीख 25 जुलाई 1900 की अधिसूचना संख्या 1616-एफ द्वारा प्रकाशित तथा समय-समय पर उपा-संशोधित नियमों के नियम 14 के साथ पठित नियम 3(1) की धारा (इ) के अनुसरण में तत्काल से आगामी आदेशों तक श्री समरपाल सिंह, कुशल बीड्स फार्म, ग्राम : कुदेश्वरी, जिला नैनीताल (उत्तर प्रदेश) को भारतीय लोक दुग्ध व्यवस्था के प्रबंध संचालक के रूप में नियुक्त करती है।

[सं 15-7/85-एस० आर०]

बी एल मनिहार, उप सचिव

New Delhi, the 24th September, 1985

S.O. 5063.—In accordance with clause (e) of Rule 3(1) read with Rule 14 of the Rules published by the erstwhile Department of Revenue and Agriculture vide Notification No. 1616.F dated the 25th July, 1900 thereof as amended from time to time regarding Indian People's Famine Trust, the Government of India are pleased to appoint Shri Samar Pal Singh, Kushal Seeds Farm, Village : Kundeshwari, District Nainital (Uttar Pradesh) as member of the Board of Management, Indian People's Famine Trust, with immediate effect till further orders.

[F. No. 15-7/85-SR]

B. L. MANIHAR, Dy. Secy.

### निर्माण और आवास मंत्रालय

नई दिल्ली, 30 सितम्बर, 1985

क्र.आ. 5064—केन्द्रीय सरकार, नगर भूमि (अधिकतम मोटा और विनियमन) अधिनियम, 1976 (1976 का 33) की धारा 2 के खण्ड (ट) के साथ मठित उसके खण्ड (घ) के उपबन्धों के अनुसरण में तथा इस निमित्त जारी की गई सभी पूर्व अधिसूचनाओं को अधिप्राप्त करने हुए, इससे उपाबद्ध अनुसूची के स्तम्भ (1) में उल्लिखित व्यक्तियों को, उसके स्तम्भ 2 में तत्स्थानी प्रविष्टि में विनिर्दिष्ट छावनीयों को स्थानीय सीमाओं के भीतर घाने वाले उस क्षेत्र के लिए, जिसे छावनी अधिनियम, 1924 (1924 का 2) की धारा 3 के अधीन उस रूप में घोषित किया गया है, उक्त अनुसूची के स्तम्भ 3 में तत्स्थानी प्रविष्टि में विनिर्दिष्ट उक्त अधिनियम के उपबन्धों के अधीन मकान प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

## અનુસૂચી

[illegible]

(1)	(2)	(3)
22. कार्यपालक अधिकारी छावनी बोर्ड जालंधर	जालंधर छावनी की स्थानीय सीमाओं के भीतर उतना क्षेत्र जितना जालंधर नगर समूह क्षेत्र की परिधि में आता है।	अध्याय 4 की धारा 30
23. रक्षा संपदा अधिकारी मध्य प्रदेश सैनिक जबलपुर छावनी।	जबलपुर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
24. कार्यपालक अधिकारी छावनी बोर्ड, जबलपुर	जबलपुर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
25. रक्षा संपदा अधिकारी राजस्थान सैनिक अजमेर	अजमेर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
26. कार्यपालक अधिकारी छावनी बोर्ड अजमेर	अजमेर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
27. रक्षा संपदा अधिकारी बिहार और उड़ीसा सैनिक दीनापुर छावनी।	दीनापुर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
28. कार्यपालक अधिकारी छावनी बोर्ड दीनापुर	दीनापुर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
29. रक्षा संपदा अधिकारी कर्नाटक सैनिक, बेलगांव	बेलगांव छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
30. कार्यपालक अधिकारी छावनी बोर्ड बेलगांव	बेलगांव छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
31. रक्षा संपदा अधिकारी मुम्बई सैनिक, मुम्बई	कंपटी छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
32. कार्यपालक अधिकारी छावनी बोर्ड कंपटी	कंपटी छावनी बोर्ड की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
33. रक्षा संपदा अधिकारी गुजरात सैनिक, अहमदाबाद	अहमदाबाद छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
34. कार्यपालक अधिकारी छावनी बोर्ड अहमदाबाद	अहमदाबाद छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
35. रक्षा संपदा अधिकारी कलकत्ता, सैनिक, कलकत्ता	बैरकपुर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
36. कार्यपालक अधिकारी छावनी बोर्ड बैरकपुर	बैरकपुर छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30
37. रक्षा संपदा अधिकारी दिल्ली सैनिक, दिल्ली छावनी	दिल्ली छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 3 और अध्याय 4 की धारा 26 और 27।
38. कार्यपालक अधिकारी छावनी बोर्ड दिल्ली	दिल्ली छावनी की स्थानीय सीमाओं के भीतर समस्त क्षेत्र	अध्याय 4 की धारा 30

[फाइल संख्या 4/3/84-यू०सी०यू०]

सी० एस० राय, उप सचिव

पाद टिप्पण : छावनियों की स्थानीय सीमाओं के भीतर आने वाले क्षेत्र के लिए सशस्त्र प्राधिकारी सर्वप्रथम का.आ. 119(अ) तारीख 17-2-1976 द्वारा अधिसूचित किए गए जो कि भारत के राजपत्र अमाधायन, भाग 2, खंड 3, उपखंड (ii) तारीख 17-2-1976 में प्रकाशित किए गए थे तथा भारत के राजपत्र, भाग 2, खंड 3, उपखंड (iii) तारीख 1-1-1977 में प्रकाशित का. आ. 38 तारीख 23-12-1970 द्वारा अतंरित किए गए भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 5-2-1977 में प्रकाशित का.आ. 463 तारीख 27-11-1977 द्वारा संशोधित किए गए तथा भारत के राजपत्र भाग 2, खंड 3, उपखंड (iii) तारीख 24-6-1978 में प्रकाशित का.आ. 1808 तारीख 8-6-1978 द्वारा पुनः अतंरित किए गए तथा भारत के राजपत्र भाग 2, खंड 3 उपखंड (ii) तारीख 12-8-1978 में प्रकाशित का.आ. 2129 तारीख 2-8-1978 द्वारा पुनः संशोधित किए गए तथा भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 22-12-1984 में प्रकाशित का.आ. 4584 तारीख 12-11-1984 द्वारा अतंरित किए गए।

## MINISTRY OF WORKS &amp; HOUSING

New Delhi, the 30th September, 1985

S.O. 5064.—In pursuance of the provisions of clause (d) of section 2 of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976), read with clause (k) thereof, and in supersession of all the earlier notifications issued in this behalf the Central Government here by authorise the persons mentioned in column (i) of the Schedule hereto annexed, to perform the function of the competent authority under the provisions of the said Act specified in the corresponding entry in column (3) of the said Schedule, for the area within the local limits of the cantonments, declared as such under section 3 of the Cantonments Act, 1924 (2 of 1924), specified in the corresponding entry in column (2) thereof.



## SCHEDULE

Person/Authority	Areas within the Cantonments for which the person/authority authorised to perform the functions of competent authority	The provisions of the Act under which the person/authority to perform the function of competent authority
1	2	3
1. Defence Estates Officer (Urban Land Ceiling) Secunderabad	Entire area within the local limits of the Cantonment of Secunderabad.	Chapter III and sections 26 and 27 of Chapter IV.
2. Executive Officer Cantonment Board Secunderabad.	Entire area within the local limits of the Cantonment of Secunderabad.	Section 30 of Chapter IV.
3. Defence Estates Officer (Urban Land Ceiling) Pune.	(a) Entire area within the local limits of the Cantonment of Pune. (b) Entire area within the local limits of the Cantonment of Kirkee. (c) Entire area within the local limits of the Cantonment of Dehu Road. (d) Entire area within the local limits of the Cantonment of Dolali.	Chapter III and sections 26 and 27 of Chapter IV.
4. Executive Officer Cantonment Board Pune	Entire area within the local limits of the Cantonment of Pune.	Section 30 of Chapter IV.
5. Executive Officer Cantonment Board Kirkee	Entire area within the local limits of the Cantonment of Kirkee.	Section 30 of Chapter IV.
6. Executive Officer Cantonment Board Dehu Road.	Entire area within the local limits of the Cantonment of Dehu Road.	Section 30 of Chapter IV.
7. Executive Officer Cantonment Board Deolali.	Entire area within the local limits of the Cantonment of Deolali.	Section 30 of Chapter IV.
8. Defence Estates Officer Lucknow Circle Lucknow Cantonment.	(a) Entire area within the local limits of the Cantonment of Lucknow. (b) Entire area within the local limits of the Cantonment of Kanpur. (c) Entire area within the local limits of the Cantonment of Allahabad. (d) Entire area within the local limits of the Cantonment of Varanasi.	Chapter III and Sections 26 and 27 of Chapter IV.
9. Executive Officer Cantonment Board Lucknow	Entire area within the local limits of the Cantonment of Lucknow.	Section 30 of Chapter IV.
10. Executive Officer Cantonment Board Kanpur	Entire area within the local limits of the Cantonment of Kanpur.	Section 30 of the Chapter IV.
11. Executive Officer Cantonment Board Allahabad	Entire area within the local limits of the Cantonment of Allahabad.	Section 30 of Chapter IV.
12. Executive Officer Cantonment Board Varanasi.	Entire area within the local limits of the Cantonment of Varanasi.	Section 30 of Chapter IV.
13. Defence Estates Officer Agra Circle Agra Cantonment	(a) Entire area within the local limits of the Cantonment of Agra. (b) Entire area within the local limits of the Cantonment of Bareilly. (c) Entire area within the local limits of the Cantonment of Morar.	Chapter III and Sections 26 and 27 of Chapter IV.
14. Executive Officer Cantonment Board Agra	Entire area within the local limits of the Cantonment of Agra.	Section 30 of Chapter IV.
15. Executive Officer Cantonment Board Bareilly	Entire area within the local limits of the Cantonment of Bareilly.	Section 30 of Chapter IV.
16. Executive Officer Cantonment Board Morar	Entire area within the local limits of the Cantonment of Morar.	Section 30 of Chapter IV.
17. Defence Estates Officer Meerut Circle Meerut Cantt.	(a) Entire area within the local limits of the Cantonment of Meerut. (b) Entire area within the local limits of the Cantonment of Dehradun.	Chapter III and Sections 26 and 27 of Chapter IV.

1	2	3
18. Executive Officer Cantonment Board Meerut	Entire area within the local limits of the Cantonment of Meerut.	Section 30 of Chapter IV.
19. Executive Officer Cantonment Board Dehradun.	Entire area within the local limits of the Cantonment of Dehradun.	Section 30 of Chapter IV.
20. Defence Estate Officer Jalandhar Circle Jalandhar Cantonment.	(a) Entire area within the local limits of the Cantonment of Amritsar. (b) So much of the area within the local limits of the Cantonment of Jalandhar as falls within the peripheral area of Jalandhar Urban Agglomeration.	Chapter III and sections 26 and 27 of Chapter IV.
21. Executive Officer Cantonment Board Amritsar	Entire area within the local limits of the Cantonment of Amritsar.	Section 30 of Chapter IV.
22. Executive Officer Cantonment Board Jalandhar	So much of the area within the local limits of the Cantonment of Jalandhar as falls within the peripheral area of Jalandhar Urban Agglomeration.	Section 30 of Chapter IV.
23. Defence Estates Officer Madhya Pradesh Circle Jabalpur Cantonment	Entire area within the local limits of the Cantonment of Jabalpur	Chapter III and sections 26 and 27 of Chapter IV.
24. Executive Officer Cantonment Board Jabalpur	Entire area within the local limits of the Cantonment of Jabalpur.	Section 30 of Chapter IV.
25. Defence Estates Officer Rajasthan Circle Jaipur	Entire area within the local limits of the Cantonment of Ajmer.	Chapter III and sections 26 and 27 of Chapter IV.
26. Executive Officer Cantonment Board Ajmer.	Entire area within the local limits of the Cantonment of Ajmer.	Section 30 of Chapter IV.
27. Defence Estates Officer Bihar and Orissa Circle Dinapore Cantonment	Entire area within the local limits of the Cantonment of Dinapore	Chapter III and Section 26 and 27 of Chapter IV.
28. Executive Officer Cantonment Board Dinapore	Entire area within the local limits of the Cantonment of Dinapore	Section 30 of Chapter IV.
29. Defence Estates Officer Karnataka Circle Bangalore	Entire area within the local limits of the Cantonment of Belgaum.	Chapter III and sections 26 and 27 of Chapter IV.
30. Executive Officer Cantonment Board Belgaum	Entire area within the local limits of the Cantonment of Belgaum	Section 30 of Chapter IV.
31. Defence Estates Officer Bombay Circle Bombay	Entire area within the local limits of the Cantonment of Kamtee.	Chapter III and sections 26 and 27 of Chapter IV.
32. Executive Officer Cantonment Board Kamptee	Entire area within the local limits of the Cantonment of Kamptee.	Section 30 of Chapter IV.
33. Defence Estates Officer Gujarat Circle Ahmedabad	Entire area within the local limits of the Cantonment of Ahmedabad.	Chapter III and sections 26 and 27 of Chapter IV.
34. Executive Officer Cantonment Board Ahmedabad	Entire area within the local limits of the Cantonment of Ahmedabad.	Section 30 of Chapter IV.
35. Defence Estates Officer Calcutta Circle Calcutta	Entire area within the local limits of the Cantonment of Barrackpore	Chapter III and sections 26 and 27 of Chapter IV.
36. Executive Officer Cantonment Board Barrackpore	Entire area within the local limits of the Cantonment of Barrackpore.	Section 30 of Chapter IV.
37. Defence Estates Officer Delhi Circle Delhi Cantonment	Entire area within the local limits of the Cantonment of Delhi.	Chapter III and sections 26 and 27 of Chapter IV.
38. Executive Officer Cantonment Board Delhi.	Entire area within the local limits of the Cantonment of Delhi.	Section 30 of Chapter IV.

[F.No. 4/3/84-UCU]  
C.S. RAO, Dy. Secy.

Foot Note : The Competent Authorities for the area within the local limits of the Cantonments were first notified vide S.O. 119(E) dated 17-2-1976 and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii) dated 17-2-76 and modified vide S.O. 38 dated 23-12-1976 published in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated 1-1-1977 amended vide S.O. 463 dated 27-1-1977 published in the Gazette of India, Section 3, Sub-section (ii) dated 5-2-77 and again modified vide S.O. 1808 dated 8-6-1978 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 24-6-1978 and again amended vide S.O. 2329 dated 2-8-1978 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated 12-8-1978 further modified vide S.O. 4584 dated 12-11-1984 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated 22-12-1984.

**सूचना और प्रसारण मंत्रालय**

नई दिल्ली, 15 अक्टूबर, 1985

का.प्र. 5065.—चलचित्र (प्रमाणन) नियम, 1983, के नियम 9 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, श्रीमती अन्ना कुरियन दानी, आई ए.एस. (महाराष्ट्र-76) को 24 सितम्बर, 1985 के अपराह्न से अगले आदेश तक, जो भारत सरकार में उप सचिव का होता है, केन्द्रीय फिल्म प्रमाणन बोर्ड, बम्बई में प्रादेशिक अधिकारी के पद पर स्थानापन्न रूप से प्रतिनियुक्ति आधार पर नियुक्त करती है।

[का. सं. 802/21/82-एफ (सी)]  
प्रार.डी. जोशी, उप सचिव

**MINISTRY OF INFORMATION AND BROADCASTING**

New Delhi, the 15th October, 1985

S.O. 5065.—In exercise of the powers conferred by sub-section (2) of section 5 of the Cinematograph Act 1952 (37 of 1952) read with rule 9 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Smt. Anna Kurian Dani, IAS (MH: 76) on pay as for Deputy Secretary in the Government of India, to officiate as Regional Officer, Central Board of Film Certification, Bombay on deputation basis with effect from the afternoon of 24th September, 1985, until further orders.

[File No. 802/21/82-F(C)]

R. D. JOSHI, Dy. Secy.

New Delhi, the 15th October, 1985

**ORDER**

S.O. 5066.—In exercise of the powers vested under the provisions of Rule 14(b) of the Regulations relating to the working of the Film Advisory Board, the Central Government hereby approves films specified in column 2 of the schedule annexed in hereto in all its/their languages versions to be of the description specified against it/each in column 6 of said schedule.

**SCHEDULE**

Sr. No.	Title of the Film	Length of the film (in metres)	Name of the applicant	Name of the producer	Brief synopsis whether a scientific film or for educational purposes or a film dealing with news, current events or a documentary film.
1	2	3	4	5	6
1.	New Magazines No. 60.	453	Films Division Government of India 24-Peddar Road, Bombay-400026.		News and current event General Release.

[File No. 315/7/85-FP]  
SUKUMAR MANDAL, Desk Officer

**संचार मंत्रालय**

(डाक विभाग)

पोस्टमास्टर जनरल का कार्यालय, केरल परिमंडल

तिरुवनंतपुरम, 6 अक्टूबर, 1985

का.प्र. 6067.—भारत के राजपत्र दिनांक 1 दिसंबर, 1979, भाग 2 धारा 3, उपधारा (2) पृष्ठ संख्या 3426 में प्रकाशित भारत सरकार, संचार मंत्रालय, डाक-नगर विभाग के दिनांक 18 मई 1976 की अधिसूचना सं. एम.प्रो. 3901 द्वारा केन्द्र सरकार ने विभागीय

नई दिल्ली, 15 अक्टूबर, 1985

आदेश

का.प्र. 5066.—फिल्म सलाहकार बोर्ड के कार्यकरण के संबंधित विनियम के नियम 14(ख) के उपबंधों के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा इसके माध्यम से अनुसूची के कालम 2 में दी गई फिल्मों को, उन सभी भारतीय भाषाओं के रूपान्तरों सहित, जिनका विवरण प्रत्येक के सामने लम्बे अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है:—

**अनुसूची**

क्रम संख्या	फिल्म का नाम	फिल्म लम्बाई (मीटरों में)	आवेदन का नाम	निर्माता का नाम	यथा फिल्म शिक्षा या वैज्ञानिक फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकु-मेंट्री फिल्म है।
1	2	3	4	5	6

1.	समाचार पत्रिका संख्या 60	453	फिल्म प्रभाग भारत सरकार, 24, पैडर रोड, बम्बई-400026	समाचार और सामयिक घटनाओं की फिल्म।	भारतीय प्रदर्शन के लिए।
----	--------------------------	-----	---	-----------------------------------	-------------------------

[फाइल संख्या 315/7/85-एफ (पी)]  
सुकुमार मण्डल, डेस्क अधिकारी

जांच (सूक्ष्मियों की उपस्थिति तथा वस्तुवैज्ञानिक प्रस्तुतीकरण का प्रदर्शन) अधिनियम 1972 (1972 का 18) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने के लिए, दूसरों के साथ-साथ अधीनस्थ अधिकारियों को प्राधिकृत किया है।

अब श्री के. मृतुस्वामी, छंटाई सहायक (अब निवृत्त) प्रधान अभिलेख कार्यालय तिरुवनंतपुरम के विशद विभागीय जांच के लिए, श्री वीसे पन्मुखसुंदरम एल एस जी, प्रधान छंटाईकार (अब सेवानिवृत्त), प्रधान अभिलेख कार्यालय तिरुवनंतपुरम को साक्षी के रूप में बुलाना, अधीनस्थ अधिकारियों की राय में, जरूरी है।

अतः उक्त श्री क. मृथुस्वामी के विरुद्ध जांच के प्रसंग में उक्त अधिनियम की धारा 5 में उल्लिखित अधिकारों का प्रयोग करने के लिए, जांच प्राधिकारी श्री बी. विजयन, तिरुवाड, सहायक अधीक्षक, रेल हाक व्यवस्था, तिरुवल्ला भार.एम.एस/2 को, अब उक्त अधिनियम की धारा 4 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, प्रवोहस्ताक्षरकर्ता एतद्वारा प्राधिकृत करता है।

[सं. सतर्कता/विचित्र/1/85]

एम. एस. रामन, पोस्टमास्टर जनरल

## MINISTRY OF COMMUNICATIONS

(Dept. of Posts)

(Office of the Postmaster General, Kerala Circle)

Trivandrum, the 6th October, 1985

S.O. 5067.—Whereas by the notification of the Government of India in the Ministry of Communications (Department of Posts and Telegraphs) No. S.O. 3901 dated the 18th May, 1976, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 01st December, 1979 at page 34261 the Central Government has specified among other, the undersigned to exercise the powers of the Govt. under Sub-section (1) of Section 4 of the Departmental Inquiries Enforcement of Attendance of Witnesses and Production of Documents Act, 1972 (18 of 1972).

And whereas the undersigned is of opinion that for the purposes of departmental enquiry against Shri K. Muthuswamy, Sorting Assistant (under suspension) Head Record Office, Tiruvandrum, it is necessary to summon as witness Shri V. Shanmugha Sundaram, LSG Head Sorter, Head Record Office, Tiruvandrum (Retired).

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 4 of the said Act, the undersigned hereby authorises Shri V. Vijayar Thirupad, ASRM, Tiruvalla RMS/2, the Inquiring Authority, to exercise the powers specified in Section 5 of the said Act in relation to the enquiry against the said Shri K. Muthuswamy.

[No. VIG/Misc/1/85]

M. S. RAMAN, Postmaster General

रेल मंत्रालय  
(रेलवे बोर्ड)

नई दिल्ली, 8 अक्टूबर, 1985

का. आ. 5068.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेवखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित तालिका के कालम 1 में निर्दिष्ट अधिकारियों को, सरकार का राजपत्रित अधिकारी होने के नाते, उन्हें उपर्युक्त अधिनियम के प्रयोजनार्थ संपदा अधिकारी के रूप में नियुक्त करती है जो उपर्युक्त तालिका के कालम 2 के तदनु-रूपी सरकारी स्थानों पर राज में विनिर्दिष्ट सरकारी स्थानों के संबंध में अधिनियम द्वारा या उसके अंतर्गत प्रदत्त शक्तियों का, अपने अधिकार क्षेत्र को स्थानीय सीमाओं में प्रयोग करेंगे और संपदा अधिकारी को गोप्य गये कलेंडर का निष्पादन करेंगे।

तालिका

अधिकारी का पदनाम	सरकारी स्थानों के वर्ग तथा क्षत्र- धिकारी की स्थानीय सीमा
------------------	--

- |   |  |
|---|--|
| 1. मुख्य इंजीनियर, मुख्य इंजी-<br>नियर सामान्य, मुख्य योजना<br>एवं डिजाइन इंजीनियर, मुख्य<br>रेलवे इंजीनियर तथा मुख्य<br>पुल इंजीनियर दक्षिण पूर्व रेलवे। | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत आते हैं। |
|---|--|

- | 1   | 2  |
|---|--|
| 1. अपर मुख्य इंजीनियर (रेलवे<br>योजना) और अपर मुख्य इंजी-<br>नियर (रेलवे आधुनिकी-<br>करण) दक्षिण पूर्व रेलवे।   | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के अंत-<br>र्गत आते हैं। |
| 3. उपमुख्य इंजीनियर (रेलवे)<br>उप मुख्य इंजीनियर (रेलवे<br>आधुनिकीकरण) उप मुख्य इंजी-<br>नियर (पुल) उप मुख्य इंजी-<br>नियर (पुल लाइन) उप मुख्य<br>इंजीनियर (सामान्य) उप मुख्य<br>इंजीनियर (परियोजना) और उप-<br>मुख्य इंजीनियर (बाढ़ और जल<br>आपूर्ति) दक्षिण पूर्व रेलवे। | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत आते हैं।   |
| 4. मुख्य इंजीनियर (निर्माण)<br>बिलासपुर दक्षिण पूर्व रेलवे।   | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान,<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत।             |
| 5. मुख्य इंजीनियर (निर्माण)<br>गार्डन रोड दक्षिण पूर्व रेलवे  | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत।              |
| 6. मुख्य इंजीनियर (संरक्षण और<br>निर्माण) बाल्तेर दक्षिण पूर्व<br>रेलवे।  | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान,<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत।             |
| 7. मंडल रेल प्रबंधक, आद्रा<br>बिलासपुर, चक्रधरपुर, खड़गपुर,<br>खोरधा, नागपुर और बाल्तेर,<br>दक्षिण पूर्व रेलवे।   | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत आते हैं।   |
| 8. अपर मंडल रेल प्रबंधक आद्रा,<br>बिलासपुर, चक्रधरपुर, खड़ग-<br>पुर, खोरधा, नागपुर और<br>बाल्तेर दक्षिण पूर्व रेलवे।  | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत आते हैं।   |
| 9. वरिष्ठ मंडल इंजीनियर, आद्रा<br>बिलासपुर, चक्रधरपुर, खड़गपुर,<br>खोरधा, नागपुर और बाल्तेर<br>दक्षिण पूर्व रेलवे।  | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत आते हैं।   |
| 10. मंडल इंजीनियर, आद्रा, चक्र-<br>धरपुर, बिलासपुर, खड़गपुर,<br>खोरधा, नागपुर और बाल्तेर<br>दक्षिण पूर्व रेलवे।   | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान जो<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत आते हैं।   |
| 11. उपमहाप्रबंधक (सा.) गार्डन<br>रोड, दक्षिण पूर्व रेलवे।   | दक्षिण पूर्व रेलवे द्वारा स्वामित्व या<br>उपाजित या किराये के स्थान,<br>उनके प्रशासनिक नियंत्रण के<br>अंतर्गत।             |

[मिसिल सं. 82/इस्यू/3/14/4]

ए. एन. वाँचू,

सचिव, रेलवे बोर्ड

भारत के राष्ट्रपति के लिए और उनकी ओर से

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 8th October, 1985

S.O. 5053. —In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column 1 of the Table below, being Gazetted Officers of the Government to be estate officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act within the local limits of their jurisdiction in respect of the public premises specified in the corresponding entry in column 2 of the said Table.

TABLE

Designations of the officers	Categories of public premises and local limits of jurisdiction
1	2
(i) Chief Engineer, Chief General Engineer, Chief Planning and Design Engineer, Chief Track Engineer-I, Chief Track Engineer-II and Chief Bridge Engineer, South Eastern Railway.	Public premises owned or acquired or hired by the South Eastern Railway, which are under their respective administrative control.
(ii) Additional Chief Engineer (Track Planning) and Additional Chief Engineer (Track Modernisation), South Eastern Railway.	Public Premises owned on acquired or hired by the South Eastern Railway which are under their respective administrative control.
(iii) Deputy Chief Engineer (Track) Deputy Chief Engineer (Track Modernisation), Deputy Chief Engineer (Bridge), Deputy Chief Engineer (Bridge Line), Deputy Chief Engineer (General), Deputy Chief Engineer (Project) and Deputy Chief Engineer (Flood and Water Supply), South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway which are under their respective administrative control.

(1)	(2)
(iv) Chief Engineer (Construction), Bilaspur, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway within his administrative control.
(v) Chief Engineer (Construction) Garden Reach, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway within his administrative control.
(vi) Chief Engineer (Survey & Construction), Waltair, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway within his administrative control.
(vii) Divisional Railway Managers, Adra, Bilaspur, Chakradharpur, Kharagpur, Khurda, Nagpur and Waltair, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway which are under their respective administrative control.
(viii) Additional Divisional Railway Managers, Adra, Bilaspur, Chakradharpur, Kharagpur, Kurda, Nagpur and Waltair, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway which are under their respective administrative control.
(ix) Senior Divisional Engineers Adra, Bilaspur, Chakradharpur, Kharagpur, Khurda, Nagpur and Waltair, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway which are under their respective administrative control.
(x) Divisional Engineers, Adra, Chakradharpur, Bilaspur, Kharagpur, Khurda, Nagpur and Waltair, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway which are under their respective administrative control.
(xi) Deputy General Manager (G), Garden Reach, South Eastern Railway.	Public Premises owned or acquired or hired by the South Eastern Railway within his administrative control.

[File No. 82/W2/14/4]

A. N. WANCHOO, Secy., Railway Board  
for and on behalf of President of India.

भारत मौसम विज्ञान विभाग

(मौसम विज्ञान के महाविशेषक का कार्यालय)

नई दिल्ली, 10 सितम्बर, 1983

क्र.भा. 5069.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियुक्ति और अपील) नियम, 1965 के नियम 9 के उपनियम (1), और नियम 12 के उपनियम (2) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के पर्यटन और नागर विमानन मंत्रालय की अधिसूचना सं. क्र.भा. 1954, तारीख 14 जून, 1973 को अधिष्ठाते करते हुए, यह निदेश देते हैं कि इस आदेश को अनुसूची के स्तम्भ 1 में विनिर्दिष्ट भारतीय 985 GI/85-8

मौसम विज्ञान सेवा, समूह "ख" के पदों की शक्ति, स्तम्भ 2 में विनिर्दिष्ट प्राधिकारी होंगे और स्तम्भ 3 में विनिर्दिष्ट प्राधिकारी स्तम्भ 4 में विनिर्दिष्ट शास्त्रियों के सम्मेलन में प्रशासन प्राधिकारी होगा।

पद का विवरण	विनियुक्ति प्राधिकारी	शास्त्रियों अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्त्रियाँ जिन्हें वह (नियम 11 में सब संख्याओं के प्रति निर्देश से) अधिरोपित कर सकेगा।	
(1)	(2)	प्राधिकारी (3) शास्त्रियाँ (4)	
भारत मौसम विज्ञान विभाग भारतीय मौसम विज्ञान सेवा, समूह "ख" राजपत्रित सहायक मौसम विज्ञानी या सहायक कृषि मौसम विज्ञानी या सहायक भूकंप विज्ञानी प्रराजपक्षित (1)	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक	सभी
वृत्तिक सहायक (जिसके अन्तर्गत वृत्तिक सहायक (कोरमैन) और प्राशुलिकि श्रेणी-1 भी हैं)	मौसम विज्ञान महानिदेशक	पूरे स्थित मौसम विज्ञान अपर महानिदेशक अनुसंधान के स्थापन द्वारा धारित पदों के लिए मौसम विज्ञान उपमहानिदेशक (जल-वायुविज्ञान और भूभौतिकी), मौसम विज्ञान महानिदेशक, केन्द्रीय भूकंप विज्ञान वेधशाला, शिलांग और स्थानीय अग्रिम विज्ञान केन्द्र, कलकत्ता के स्थापन द्वारा धारित पदों के लिए मौसम विज्ञान उप-महानिदेशक (प्रशासन और भंडार), मौसम विज्ञान उपमहानिदेशक (उपकरण उत्पादन), (मौसम पूर्वानुमान और) उपकरण निरीक्षण और सर्वेक्षण), प्रादेशिक निदेशक, कृषि मौसम विज्ञान निदेशक, उनके अपने अपने स्थापन द्वारा धारित पदों के लिए।	सभी (1) में
(2) प्रधीक्षक, मौसम विज्ञान महानिदेशक का कार्यालय, मुख्यालय नई दिल्ली	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक मौसम विज्ञान उपमहानिदेशक (प्रशासन और भंडार)	सभी (1) (5)
(3) प्रधीक्षक मौसम विज्ञान अपर महानिदेशक (अनुसंधान) का कार्यालय, पुणे	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक मौसम विज्ञान उपमहानिदेशक (जलवायु विज्ञान और भू-भौतिकी), पुणे	सभी (1) से (1)
(4) प्रधीक्षक, मौसम विज्ञान उपमहानिदेशक (उपकरण उत्पादन) का कार्यालय, नई दिल्ली	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक मौसम विज्ञान उपमहानिदेशक (उपकरण उत्पादन)	सभी (1) से (4)

[सं. सी. 00101 भाग 2 ए]

# INDIA METEOROLOGICAL DEPARTMENT

(Office of the Director General of Meteorology)

New Delhi, the 10th September, 1985

S.O. 3069 —In exercise of the powers conferred by sub-rule (1) of rule 9, and clause (a) of sub-rule (2) of rule 12 of the Central Civil Services (Classification, control and Appeal) Rules, 1965 and in supersession of the notification of the Government of India Ministry of Tourism and Civil Aviation No. S.O. 1954 dated the 14th June, 1973, the President hereby directs that in respect of the posts in the Indian Meteorological Service, Group 'B' specified in column 1 of the schedule to this order, the authorities specified in column 2 shall be the Appointing Authority and the authority specified in column 3 shall be the Disciplinary Authority in regard to the penalties specified in column 4.

## SCHEDULE

Description of the post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in rule 11)	
		Authority	Penalties
<b>INDIA METEOROLOGICAL DEPARTMENT</b> Indian Meteorological Service Group 'B'			
<b>GAZETTED</b>			
Assistant Meteorologist or Assistant Agricultural Meteorologist or Assistant Seismologist.	Director General of Meteorology	Director General of Meteorology	All
<b>NON-GAZETTED</b>			
(i)			
Professional Assistant [Including Professional Assistant (Foreman) and Stenographer Grade-I]	Director General of Meteorology	Director General of Meteorology. Deputy Director General of Meteorology (Climatology and Geophysics) for the posts borne in the establishment of Additional Director General of Meteorology (Research) Pune, Deputy Director General of Meteorology (Admin. & Stores) for the posts borne in the establishment of Director General of Meteorology, Central Seismological Observatory Shillong and Positional Astronomy Centre, Calcutta, Deputy Directors General of Meteorology (Instrument Production) (Weather Forecasting) and (Instrument Inspection & Servicing) Regional Directors, Director Agricultural Meteorology for Posts borne in their respective establishment.	All (i) to (iv)
(ii)			
Superintendent, Headquarters Office of Director General of Meteorology, New Delhi.	Director General of Meteorology.	Director General of Meteorology Dy. Director General of Meteorology (Admin. and Stores)	All (i) to (iv)
(iii)			
Superintendent, Office of the Additional Director General of Meteorology (Research) Pune.	Director General of Meteorology	Director General of Meteorology Dy. Director General of Meteorology (Climatology and Geophysics, Pune).	All (i) to (iv)
(iv)			
Superintendent, Office of the Deputy Director General of Meteorology (Instrument Production) New Delhi.	Director General of Meteorology.	Director General of Meteorology Dy. Director General of Meteorology (Instrument Production)	All (i) to (iv)

[No. V-00101 Part II/A]

का.प्र15070:—राष्ट्रपति, केन्द्रीय सिविल सेवा (बर्गीकरण, नियुक्ति और हर्षण) नियम, 1966 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खण्ड (क) और नियम 24 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के पदमन और भारत विमानन मंत्रालय की अधिसूचना सं. का.प्र. 1955, तारीख 14 जून, 1973 को, अधिसूचित करते हुए, यह निदेश देते हैं कि इस आदेश की अनुसूची के भाग 1 और भाग 2 के स्तम्भ 1 में विनिर्दिष्ट साधारण केन्द्रीय सेवा, समूह "ग" और साधारण केन्द्रीय सेवा, समूह "घ" के पदों को बाकल स्तम्भ 2 में विनिर्दिष्ट प्राधिकारी नियुक्ति प्राधिकारी द्वारा तथा स्तम्भ 3 और स्तम्भ 5 में विनिर्दिष्ट प्राधिकारी स्तम्भ 4 में विनिर्दिष्ट प्राधिकारियों के संबंध में क्रमशः अनुशासन प्राधिकारी और हर्षण प्राधिकारी होंगे।

## अनुसूची

## भाग-1 साधारण केन्द्रीय सेवा समूह "ग"

पद का विवरण	नियुक्ति प्राधिकारी	शास्तियाँ अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्तियाँ जिन्हें वह (नियम 11 में पद संख्याओं के प्रति निर्देश से अधिरोपित) कर सकेगा	प्राधिकारी	शास्तियाँ	अधीन प्राधिकारी
1	2	3	4	5	6
भारत मौसम-विज्ञान विभाग वैज्ञानिक सहायक, प्राथमिक (श्रेणी 2) पुस्तकालय, अधीक्षक (कलकत्ता), प्रधान लिपिक, हिन्दी अनुवादक श्रेणी-1 और हिन्दी अनुवादक श्रेणी-2	मौसम-विज्ञान उप-महानिदेशक (प्रशासन और भंडार)	मौसम-विज्ञान उप महानिदेशक (प्रशासन और भंडार) मौसम विज्ञान उप महानिदेशक (मौसम विज्ञान और भू-भौतिकी), मौसम विज्ञान उप महानिदेशक (अनुसंधान) का कार्यालय पुणे, मौसम विज्ञान उप महानिदेशक उपकरण (उपकरण निरीक्षण और सेवा) पुणे और सभी प्रादेशिक निदेशक कृषि मौसम-विज्ञान निदेशक, पुणे, मौसम-विज्ञानी (स्थापना) मुख्यालय, मौसम विज्ञान महानिदेशक का कार्यालय, नई दिल्ली।	सभी (1) से (4)	उत्पादन, नई दिल्ली (मौ.पु. पुणे)	मौसम विज्ञान महानिदेशक
यांत्रिक सहायक, मुख्य मैकेनिक	मौसम-विज्ञान उपमहानिदेशक (प्रशासन और भंडार)	मौसम-विज्ञान उपमहानिदेशक (प्रशासन और भंडार) मौसम-विज्ञान उपमहानिदेशक (उपकरण उत्पादन), नई दिल्ली (उपकरण निरीक्षण और सेवाएं), पुणे, प्रादेशिक निदेशक बम्बई।	सभी (1) से (4)		मौसम विज्ञान महानिदेशक
अन्य पद (क)					
मौसम विज्ञान महानिदेशक का कार्यालय, भूकम्प विज्ञान वेधशालाओं, नागर विमान प्रशिक्षण केन्द्र, बामरोली से संलग्न मौसम-विज्ञान एकक और जल मौसम-विज्ञान वेधशालाओं में जो मौसम-विज्ञान महानिदेशक, केन्द्रीय भूकम्प विज्ञान वेधशाला, शिलांग, स्थलीय खगोलविज्ञान केन्द्र कलकत्ता के स्थापन द्वारा धारित है।	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)	मौसम-विज्ञान उपमहानिदेशक (प्रशासन और भंडार) भार साध्यक मौसम विज्ञानी, केन्द्रीय भूकम्प-विज्ञान वेधशाला शिलांग, उस कार्यालय के पदों के लिए और अन्य के लिए मौसम-विज्ञानी (स्थापना) मौसम-विज्ञान महानिदेशक का कार्यालय	सभी (1) से (4)		मौसम विज्ञान महानिदेशक
(ख)					
अन्य कार्यालयों के स्थापन में	मौसम-विज्ञान उप महानिदेशक (प्रशासन और भंडार)	मौसम-विज्ञान उप महानिदेशक प्रादेशिक निदेशक या संबंधित निदेशक। अन्य कार्यालयों में प्रशासन का भारमात्रक सहायक मौसम विज्ञानी	सभी (1) से (4)		मौसम-विज्ञान उपमहानिदेशक या प्रादेशिक निदेशक या संबंधित निदेशक

## भाग-2 साधारण केन्द्रीय सेवा समूह "ब"

(1)	मौसम-विज्ञान महानिदेशक के स्थापन द्वारा धारित और जल-मौसम विज्ञान तथा भूकम्प विज्ञान एककों के स्थापन द्वारा धारित सभी पद	मौसम-विज्ञान महानिदेशक के कार्यालय में मौसम-विज्ञानी (प्रशासन)	मौसम-विज्ञान महानिदेशक के कार्यालय में मौसम विज्ञानी (प्रशासन)	सभी	मौसम-विज्ञान उपमहानिदेशक (प्रशासन और भंडार)
(2)	केन्द्रीय भूकम्प-विज्ञान वेधशाला, शिलांग के सभी पद	भारसाध्यक मौसम-विज्ञानी, केन्द्रीय भूकम्प वेधशाला शिलांग	भारसाध्यक मौसम विज्ञानी केन्द्रीय भूकम्प वेधशाला शिलांग	सभी	मौसम-विज्ञान उपमहानिदेशक (प्रशासन और भंडार)



1	2	3	4	5
(3)				
अन्य कार्यालयों (जिसके अंतर्गत स्थलीय जलमन-विज्ञान केंद्र, कोलकाता भी है) के सभी पद।	प्रशासन का भार- साधक सहायक मौसम-विज्ञानी	प्रशासन का भारसाधक सहायक मौसम-विज्ञानी	सूची	मौसम-विज्ञान उपसहायक या प्रादेशिक निदेशक या संबंधित कोषालय का भारसाधक निदेशक

[सं. क्र. 90101 भाग 2/बी]

एस. के. भग. मौसम विज्ञान सहायक निदेशक

S. O. 5070—In exercise of the powers conferred by sub-rule (2) of Rule 9, clause (b) of sub-rule (3) of Rule 12 and sub-rule (1) of Rule 24 of the Central Civil Services (Classification, Control & Appeal) Rules, 1965, and in supersession of the notification of the Government of India, in the Ministry of Tourism & Civil Aviation No.S.O.1955 dated the 14th June, 1973, the President hereby directs that in respect of the posts in the General Central Services, Group C, and General Central Services, Group D, specified in column 1 Parts I and II of the Schedule to this order, the authority specified in column 2 shall be the Appointing Authority and the authorities specified in columns 3 and 5 shall be the Disciplinary Authority and the Appellate Authority respectively in regard to the penalties specified in column 4.

## SCHEDULE

## Part-I General Central Service Group C

Description of post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in rule 11)		Appellate Authority
		Authority	Penalties	
1	2	3	4	5
<b>INDIA METEOROLOGICAL DEPARTMENT</b>				
Scientific Assistant, Stenographer (Grade-II), Librarian, Superintendent (Calcutta), Head Clerks, Hindi Translator Grade-I and Hindi Translator Grade-II.	Deputy Director General of Meteorology (Administration & Stores).	Deputy Director General of Meteorology (Administration and Stores). Deputy Director General of Meteorology (climatology and Geophysics), Office of the Additional Director General of Meteorology (Research), Pune, Deputy Directors General of Meteorology (Instrument Production) New Delhi (Weather Forecasting), Pune (Instrument Inspection and Servicing), Pune, and all Regional Directors, Director Agricultural Meteorology, Pune, Meteorologist (Establishment) Headquarters, Office of the Director General of Meteorology, New Delhi.	All (i) to (iv)	Director General of Meteorology Director General of Meteorology
Mechanical Assistant, Chief Mechanic.	Deputy Director General of Meteorology (Administration and Stores).	Deputy Director General of Meteorology (Administration and Stores) Deputy Directors General of Meteorology (Instrument Production) New Delhi, (Instrument Inspection and Servicing), Pune, Regional Director, Bombay.	All (i) to (iv)	Director General of Meteorology Director General of Meteorology

1	2	3	4	5
Other posts				
(a)				
In the office of the Director General of Meteorology, Seismological observatories, Meteorological Unit attached to the Civil Aviation Training Centre Bamrauli and Hydro-Meteorological observatories which are borne on the establishment of the Director General of Meteorology, Central Seismological Observatory, Shillong, Positional Astronomy Centre, Calcutta.	Deputy Director General of meteorology (Administration and Stores).	Deputy Director General of Meteorology (Administration and Stores) Meteorologist-in-charge, Central Seismological Observatory, Shillong for posts in that office and Meteorologist (Establishment), Office of the Director General of Meteorology for others.	All (i) to (iv)	Director General of Meteorology Deputy Director General of Meteorology (Administration and Stores).

(b)				
In the establishment of other offices.	Deputy Directors General of Meteorology or Regional Directors or Director concerned.	Deputy Directors General of Meteorology or Regional Directors or Director concerned. Assistant Meteorologist Incharge of Administration in other offices.	All (i) to (iv)	Director General of Meteorology Deputy Directors General of Meteorology or Regional Directors or Director concerned.

## Part-II—General Central Service Group D

(1)				
All posts borne on the establishment of the Director General of Meteorology and Hydro-Meteorological and Seismological Units borne on his establishment.	Meteorologist (Administration) in the office of the Director General of Meteorology.	Meteorologist (Administration) in the office of the Director General of Meteorology.	All	Deputy Director General of Meteorology (Administration and Stores).
(2)				
All posts in the Central Seismological Observatory, Shillong.	Meteorologist Incharge Central Seismological Observatory, Shillong	Meteorologist Incharge Central Seismological Observatory, Shillong.	All	Deputy Director General of Meteorology (Administration and Stores).
(3)				
All posts in other offices (including Positional Astronomy Centre, Calcutta).	Assistant Meteorologist-in-charge of Administration.	Assistant Meteorologist Incharge of Administration.	All	Deputy Director General of Meteorology or Regional Director or Director in charge of the office concerned.

[No. V-00101 Part II/B]  
S. K. DAS, Director General of Meteorology

उद्योग मंत्रालय  
(कंपनी कार्य विभाग)

नई दिल्ली, 25 अक्टूबर, 1985

शुद्धिपत्र

क्र. प्रा. 5071.—भारत के राजपत्र, सप्ताहवार, भाग 2, खंड 3, उपखंड (ii) में तारीख 22 मई, 1985 को प्रकाशित उद्योग और कंपनी कार्य सेवाभ्य (कंपनी कार्य विभाग) की अधिसूचना सं. का. प्रा. 408 (घ) की अनुसूची में मद सं. 22 की दूसरी पंक्ति में "10.00 डी डब्ल्यू टी" अंकों और प्रश्नों के स्थान पर "10.00 डी डब्ल्यू टी" अंक और प्रश्न पढ़ें।

[क्र. सं. 38/3/85-सी० एल० 5]  
ए.एम. चक्रवर्ती उप सचिव.

MINISTRY OF INDUSTRY  
(Department of Company Affairs)  
New Delhi, the 25th October, 1985

## CORRIGENDUM

S.O. 5071.—In the notification of the Government of India in the Ministry of Industry and Company Affairs (Department of Company Affairs) No. S.O. 408(E) dated the 22nd May, 1985, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 22nd May, 1985, at Page 3, in item No. 7 of the Schedule,—

- (1) in Sub-item (iv), for "Eloppy" read "Floppy";  
(2) in Note below Sub-item (x), line 4, for "in deptt" read "in depth".

[P. No. 38/3/85 CL. V]  
A. M. CHAKRABORTI, Dy. Secy.

## श्रम मंत्रालय

नई दिल्ली, 17 अक्टूबर 1985

का. आ. 5072—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार वैस्टर्न कोल्फील्ड्स लिमिटेड के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों से बने अनुबंध में औद्योगिक विवाद में श्री एच. जी. भावे, उपयम आयुक्त (के) का मददस्त का अधिनियम को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 अक्टूबर, 1985 को प्राप्त हुआ था।

## MINISTRY OF LABOUR

New Delhi, the 17th October, 1985

S.O. 5072.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Arbitration award of Sh. H.G. Bhawe, Dy. Chief Labour Commissioner (Central), the Arbitrator, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited and their workman which was received by the Central Government on the 11th October, 1985.

IN THE MATTER OF ARBITRATION IN THE INDUSTRIAL DISPUTE BETWEEN THE MANAGEMENT OF BAIKUNTHPUR AREA OF WESTERN COALFIELDS LTD. AND THEIR WORKMEN REPRESENTED BY MADHYA PRADESH COLLIERY WORKERS FEDERATION, CHIRIMIRI OVER THE TERMINATION OF SERVICES OF SHRI R.C. PANDEY AND 3 OTHERS W.E.F. 27-2-1982.

No. PA/DY. CLC(B)/7-Arbn(84)

## PRESENT

- (1) Shri H.G. Bhawe,  
Deputy Chief Labour Commissioner (C), New Delhi, .....Arbitrator.
- (2) Representing employer—Shri J.K. Ghosh,  
Personnel Manager,  
Western Coalfields Ltd.  
P.O. Baikunthpur,  
Distt. Surguja (M.P.).
- (3) Representing workmen—(1) Shri B.P. Dubey,  
Jt. General Secretary,  
Madhya Pradesh Colliery Workers Federation,  
Chirimiri, Dist. Surguja (M.P.).  
(2) Shri Ramlal,  
Secretary,  
Madhya Pradesh Colliery Workers Federation,  
Chirimiri, Dist. Surguja (M.P.).

## AWARD

Industry: Coal

STATE: Madhya Pradesh

By an Arbitration Agreement under Section 10-A of the I.D. Act, 1947, between the management of Western Coalfields Ltd., Baikunthpur Area and Madhya Pradesh Colliery Workers Federation, Chirimiri, which was released by the Government of India, Ministry of Labour vide their Order dated 11-12-1984 for publication in the Govt. of India Gazette the parties agreed to refer the following issue to my arbitration:

"Whether the termination of services of S/Shri R.C. Pandey, Ashok Pandey, Thakur Prasad and Gaura Singh of Katkona Colliery with effect from 27-2-82 is justified or not. If not, what relief the concerned workmen are entitled to?"

2. Soon after the Arbitration Agreement was released for publication in the Gazette of India, registered letters were sent to the parties on 21-12-84 calling for their written statements within 15 days endorsing a copy to opposite party simultaneously. The written statement of the union was received on 30-1-85. Similarly, employer's written statement

was received on 16-3-85. I had fixed preliminary hearing in the instant arbitration case on 9th and 10th April, 1985 at Jabalpur but the same was deferred. In the meantime, the parties by joint petition dated 5-1-1985 had extended the period for giving the award upto 14-7-85. The union submitted its rejoinder dated 31-3-85, which was received by the arbitrator on 10-4-85 and the management's rejoinder dated 15-3-85 was received on 16-3-85. Subsequently, hearing in the instant case was fixed for 9-7-85 at Nagpur. On that day both the parties attended and further extended the period by a joint petition dated 9-7-85 for releasing the award upto 31-12-85. During hearing on 9-7-85 at Nagpur, the employer prayed for some time to file certain relevant documents. After brief hearing the case was adjourned. The management filed copies of 31 documents on 29-8-85, which were taken on record. The hearing was further fixed at Nagpur on 24-9-85, on which date on behalf of the management a petition was filed seeking adjournment on the ground that their advocate was not in a position to leave Jabalpur. The hearing was adjourned and the final hearing was fixed on 7th and 8th October, 1985 at New Delhi.

3. When the case came up for final hearing on 7th and 8th October, 1985, the parties filed their amicable agreement dated 3-10-1985. I have examined the Agreement and found it as fair and just. I am of the opinion that this Agreement would be in the better interest of the workman to set at rest their claims. I, therefore, give this award on the terms which have been agreed upon between the parties in the Agreement dated 3-10-1985, which are reproduced below:—

1. The management agreed to allow Sri R.C. Pandey, as Mate Cat. IV., Ashok Pandey, Thakour Prasad and Gaura Singh, as Substitute Mazdoors Cat. I., to join their duties with immediate effect, at Katkona Colliery.
2. The workmen will have no claim arising out of the period during which they were out of employment.
3. On joining their duties, S/Sri R.C. Pandey, Ashok Pandey, Thakur Prasad and Gaura Singh will be fixed initially at the basic and scale they were getting at the time of their termination, or its equivalent in the revised scale of NCWA-III.
4. The workmen shall give an undertaking for their good conduct and behaviour in future.
5. The past services of Sri R.C. Pandey shall be taken into account only for computation of the payment of Gratuity.
4. This resolves the present dispute. I award accordingly. There shall be no order as to costs.

H.G. BHAVE, Deputy Chief Labour Commissioner (Central)  
&  
Arbitrator

New Delhi.

Dated: 11-10-1985.

[No. L-22013(1)/84-D.V]

नई दिल्ली, 24 अक्टूबर, 1985

का. आ. 5073—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार मैड्या प्रदेश कोल्फील्ड्स लि. के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, बम्बई, के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 अक्टूबर, 1985 को प्राप्त हुआ था।

New Delhi, the 24th October, 1985

S.O. 5073.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited and their workmen, which was received by the Central Government on the 3rd October, 1985.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL**  
**TRIBUNAL NO. 2, BOMBAY**

**PRESENT :**

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/16 of 1985

**PARTIES :**

Employers in relation to the management of Central Electrical and Mechanical Workshop, Western Coalfields Limited, Korba.

**AND**

Their Workmen

**APPEARANCES :**

For the Employers : 1. Shri S. K. Pashine, Dy. P. M.  
2. Shri Md. Salim Uddin, Dy. P.M.

For the Workmen : Shri Manoga Thakur, General Secretary, Indian Labours Association.

**INDUSTRY :** Coalfields

**STATE :** M. P.

Bombay, the 13th September, 1985

**AWARD**

By their order No. L-22011/38/82-DIII(B) dated 3-8-1983 the following dispute had been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act to the Central Government Industrial Tribunal Jabalpur which dispute was subsequently transferred to this Tribunal by the Labour Ministry's No. S/1125(1)/85-D.IV(B) dated 8-2-1985 :

"Whether the action of the management of General Superintendent, Central Electrical & Mechanical Workshop, Western Coalfields Limited, Korba in not giving promotion to the Post of Foreman against reserved quota to the eligible employees belonging to SC and ST communities is justified? If not, to what relief these workers are entitled?"

2. The dispute relates to the post of Auxiliary Foreman in Central Electrical and Mechanical Workshop Korba. The contention of the Union who is espousing the cause of the workman is that although Shri Gedli Singh, Barho Ram Chaudhury and Md. Qudus, all belonged to Grade I Technician and belonging to SC and ST categories, no post was declared reserved for these candidates under the provisions of Para 9(B) of the Directive of the President of India and therefore these employees should be promoted to the post with retrospective effect.

3. By the written statement the management has complained that the reference is extremely vague and that there is no industrial dispute since what has been referred to was not raised by the Association and it is further urged that the foremen who are drawing more than Rs. 500/- per month belong to supervisory category cannot be treated as workmen under the Industrial Disputes Act. It is further stated that for group C & D the existing percentage of SC/ST candidates is 24.92 and 18.09 for Group C and 32.2 and 15.76 for Group D respectively against the percentage recommended by the Government for these two categories 17 and 13 respectively. It is alleged that Auxiliary Foreman is an ex-cadre post and that it was not filled by selection but seniority subject to fitness. The management admits that for filling up vacancies the Roster system has to be observed but it is contended that out of three sanctioned Auxiliary Foremen in the Central Electrical and Mechanical Workshop, two posts were already filled in a couple of years back, thereafter in 1982 one more post was filled in by promotion through constituted D.P.C. and that none of these three posts came under the notified reservation in promotion meant for ST candidates under which the fourth post only would be reserved for such candidate. It is alleged none of the candidates belonged to SC and that Shri Gedli Singh who belongs to ST could not qualify for promotion and therefore there was no alternative but to recommend the other qualified candidates who secured highest number of marks. It is further urged that the post of Foreman is a Technical post who has to supervise various people working under him and also has to give directions instructions and

required to maintain minimum standard.

4. The Union has filed rejoinder whereby all these contentions were refuted.

5. On the above pleadings the following issues were framed by my learned predecessor :—

**ISSUES**

1. Whether or not the action of the management of General Superintendent, Central Electrical and Mechanical Workshop, W.C.L. Korba in not giving promotion to the post of Foreman against reserved quota to the eligible employees belonging to SC and ST communities is justified?
2. If not, to what relief these workers are entitled?

**FINDINGS**

As Per Award

**REASONS**

6. The facts in the case are not much in dispute. The record shows that when there were three posts of Auxiliary Foreman, there is no member of SC or ST holding any of these posts. The system of Roster is in vogue since last several years and it was incumbent on the management to follow the same scrupulously. However from the admission in the written statement it would go to prove that though the first two posts were filled in a couple of years back, i.e. after the roster system was introduced, the said system was not honoured and the posts seems to have been filled in from General Category. When again in the year 1982 they wanted to fill in the third vacancy, what was done is without reserving it for SC or ST candidates in all four candidates were considered, two of which remained absent and the fourth candidate Shri Gedli Singh who belongs to ST candidates were considered, two of which remained absent and Union to suggest that the two absentee candidates belong to SC category, but there is absolutely no proof.

7. Now as the facts stand if not at the time of first two vacancies at least at the time of third vacancy the management should have considered the claim of SC or ST candidates but assuming that because the post is an important one requiring supervisory talent and no candidate from SC or ST category was found suitable, still it was incumbent on the management to seek de-reservation from the Department of personnel, without which they could not have filled in the vacancy. As the facts stand all the three posts at present are manned by incumbents not belonging to either SC or ST but belonging to the general category. The management will not be absolved by merely pointing out that for Group C and D they have observed the percentage. The percentage will have to be observed even at the time of promotion to the post of Auxiliary Foreman which the management failed to do and on having noticed that they did not come upto the mark, the management proceeded to fill in the vacancy without following the procedure laid down in Chapter X of the Brochure on Reservation for Scheduled Castes and Scheduled Tribes in Services (Third Edition 1972). The finding therefore is that filling in the vacancy of Auxiliary Foreman in the year 1982 from the General Category was not justified and that the management at best if no candidate was available from SC or ST category, should have sought dereservation which they failed to do. The management therefore will have to seek dereservation and till then to keep the post of third Auxiliary Foreman vacant. In the meanwhile they may fill in the vacancy with suitable candidate from SC or ST category if available but that should be done by bearing in mind the directive under the Brochure in question. The Union has pressed the claim of three candidates but since two were found absent and further they did not belong to SC or ST category the claim of absentee candidates carries no force. In the case of third candidate the management has found him to be not upto the mark and therefore no relief is possible. Since the necessity of dereservation has not been fulfilled although no relief is available to any of the candidates, the only direction would be to ask the management either to appoint a candidate belonging to SC or ST category or to get the vacancy dereserved after following the prescribed procedure.

Award accordingly.

M. A. DESHPANDE, Presiding Officer  
[No. L-22011/38/82-D III(B) IV]

का.आ. 5074—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार व सेंट्रल कोयल्फिल्ड्स लि. नार्थ करणपुरा ग्रुप ऑफ कोयल्डरिज, डाकूडाकरा जिला राँची के प्रबंधन व संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-85 को प्राप्त हुआ था।

S.O. 5074.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Coalfields Limited, North Karanpura Group of Collieries, Post Dakra, District Ranchi and their workmen, which was received by the Central Government on the 9th October, 1985.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

##### PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 3 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I. D. Act, 1947

##### PARTIES :

Employers in relation to the management of Central Coalfields Ltd., North Karanpura Group of Collieries and their workmen.

##### APPEARANCES :

On behalf of the employers : Shri R. S. Murth, Advocate.

On behalf of the workmen : Shri B. Joshi, Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 30th September, 1985

##### AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24012(67)/84-IV(B), dated, the 15th/16th January, 1985.

##### SCHEDULE

"Whether the action of the management of Central Coalfields Ltd., North Karanpur Group of Collieries Post Dakra Distt. Ranchi in terminating the services of 17 workmen as per annexure-A is justified? If not, to what relief the workmen are entitled?"

##### ANNEXURE A

##### LIST WORKMEN

Sl No.	Name of the workmen	Date of Appointment	Designation	Date of termination
1.	Sri Krishna Singh	15-10-82	Gen. Mazdoor	7-4-83
2.	„ Lal Kishore Singh	-do-	-do-	-do-
3.	„ Sarjn Pe. Singh	-do-	-do-	-do-
4.	„ Om Prakash Singh	-do-	-do-	-do-
5.	„ Mohan Turi	20-10-82	-do-	-do-
6.	„ Bishowg Nath Turi	-do-	-do-	-do-
7.	„ Baleshwar Mahto	15-10-82	-do-	-do-

1	2	3	4	5
8.	Sri Rabindra Nath Nark	15.10.82	Gen. Mazdoor	
9.	„ Mahabir Pd. Singh	19-10.82	-do-	-do-
10.	„ Shiwardan Singh	-do-	-do-	-do-
11.	„ Sanjai Kumar Singh	20.10.82	-do-	-do-
12.	„ Rabmdra Nath Singh	-do-	-do-	-do-
13.	„ Bal Krishna Mahto	19-10-82	-do-	-do-
14.	„ Hari Mahto	-do-	-do-	-do-
15.	„ Surya Narain Ojha	20-10 2	-do-	-do-
16.	„ Bijoy Mahto	-do-	-do-	-do-
17.	„ Pramod Kumar Mishra	-do-	-do-	-do-

The case of the workmen is that the concerned 17 workmen were working in different units in North Karanpura Area (N. K. Area for brevity) of M/s. C. C. Ltd. and they were all appointed in the month of October, 1982 as General Mazdoor. The management of M/s. C.C.L. devised a scheme for increasing production of coal by opening of projects and for the said purpose it required surface land. The price of surface land was very heavy and the land holders also did not like to part with their lands. The management circulated that a land holder who would give their land would have a right to nominate a person of his choice for employment under the management in proportion of one person for minimum of three acres of land acquired and in consideration of the said special advantage given to the land owner, the compensation for the acquisition of land was paid less. Many unemployed youths negotiated for purchase of some of the land in that area from the land holder so that the unemployed youth may get employment under the management. The concerned workman were unemployed youth and they negotiated for purchase of the land from the land holders and paid advances for the purchase of land to the land holders. As the unemployed youth who had purchased the land from the land holders they acquired a right in it and also came in its possession and as such it was not possible for the management to get smooth transfer or surface land from the land holders without properly solving the problems of the unemployed youth who had taken the possession of the land from the land holders. In consideration of all those facts the management formulated the rules and regulation for acquisition of land and decided that the land holders would nominate one person on the average of three acres of land sold to the management and the person so nominated by the land owners would be a relative or a friend of any person having acquired some interest in land. It was also agreed that the persons nominated would be below 35 years of age, medically fit to be employed in any project on the surface or underground mine and would be agreeable to be transferred to any place under the management of M/s. C.C.L. The management also agreed that the conditions of service of such nominees of the land holders would be governed by the Standing Orders after their appointment. In view of the said recruitment policy it became unnecessary for the unemployed youth to purchase land from the land holders as the land owners were given full opportunity and right to nominate any person of their choice on acquisition of their land. Thereafter the land holders nominated their candidate in the prescribed forms giving details of their nominees. The said forms were duly verified and scrutinised by the officers of the management at various levels. Thereafter they were personally interviewed and medically examined. They were found medically fit and thereafter appointment letters were issued and the concerned workmen joined their services. The concerned workmen were nominees of the land holders and they had not created any problem or obstacle in the smooth transfer of the land to the management. The appointment letter issued to the concerned workmen stipulated the terms and conditions under which their services could be terminated. The services of the concerned workmen were terminated by the management by the concerned workmen were terminated by the management had not followed the terms and conditions of employment

and they had no reason to terminate the services of the concerned workmen in as much as the terms and conditions of their appointment had not been violated by them. New grounds were contained in the letters of termination issued to the concerned workmen. It was stated that the concerned workmen were employed as nominees of the land holders and were not the dependants of the land losers and as such their services were terminated. The word "Nominee" is a wide term of which means any person nominated by another and the same may include the descendant or dependant. The appointment of the concerned workmen were made on the strength of nomination and not on the basis of a dependant of the land owners. The papers in connection with their appointment all show that they were appointed as nominees and not as dependants of the land owners. The concerned workmen were employed by the management according to their earlier policy and by change of the policy their services cannot be terminated retrospectively. The concerned workmen had worked for more than 6 months continuously and had become permanent as per standing orders. Their appointments were not temporary as they were not appointed to fill up any temporary vacancy or to work a job of temporary nature but they were appointed on the basis of nomination by the land owners whose land were acquired. The action of the management in terminating the services of the concerned workmen was illegal and arbitrary and as such they are entitled to be reinstated with full back wages.

The case of the management is that it had to acquire land from time to time for extending and developing the existing coal mines and for location of townships for workers and ancillary establishments. The land acquired for the above purpose is usually acquired under the coal Bearing Areas Act for the purpose of mining and under the land Acquisition Act in case whether the land is not a coal bearing area. The necessary notification under the relevant acts are issued by the Central Government or the State Government as the case may be and the price of the land to be acquired is fixed by the Government. The Central Government had laid down nearly 25 years ago that public sector projects should give preference in the matter of employment to persons displaced from the area of land acquired for the project specially in case of scheduled castes and scheduled tribes. Whenever the management of CCL acquired land the concerned villagers, political parties and trade union canvass the case of the land owners for providing employment to the land owners or their dependants. The management had decided to provide employment to such ex. land owner or the dependant of their family members at the rate of one job for those whose three acres of land or more were acquired. In other cases the land was pooled and the number of land owners or dependants to be provided jobs were decided at the rate of one job for three acres of land. Accordingly the management were providing jobs to the dependants of the land losers with a view to additionally compensate them for loss of their source and means of livelihood and to accommodate cases of economic distress. A further consideration was to ensure that the villagers do not create any law and order problem in process of transfer of land to the management. The management had never any policy to provide any job to any nominee of the land losers and the employment was given only to the land losers or their dependant family members. The management had also issued a clear circular dated 14-9-82 laying down that the dependant for the purpose of provision of jobs to the family members of land losers will be the same as stipulated in NCWA-II. The concerned workmen alongwith thirty others were appointed by the management. The concerned workmen indulged misrepresentation, fraud and dishonesty and committed forgerly in some cases when they applied for being given employment against the persons whose land were acquired by the management. They fraudulently declared that they were dependants of the land owners whose lands were acquired by the management. In some cases the signature/LTIs of the land owners were also forged. In some cases the names of the so-called dependants were added after the land owners affixed their signature/LTI in the relevant applications. In the absence of the Revenue Officer in the Area the cases were processed by other officials and in this process mistakes and irregularities were committed by the concerned officials. There was also negligence on the part of the officials. Some lower employees of the management had indulged in acts of frauds and dishonesty in collusion with the concerned workmen. The management held an enquiry into the whole

matter on receipt of a complaint from Shri Ramendra Kumar, MLA dated 24-12-82. Thereafter Shri K.L.R. Thomas, Senior Vigilance Officer was deputed to hold an enquiry. He held the enquiry after giving written notice to the concerned workman. His enquiry revealed that the concerned workmen and some others were neither dependants nor the members of the families of the land owners and that they were all outsiders. The result of the enquiry was reported to the Chairman-cum- Managing Director of the Company who ordered the termination of the services of the concerned workmen. In case of irregularities or acts involving fraud and dishonesty committed by the employment, the Chairman-cum- Managing Director is competent to take disciplinary action. The services of Shri Mohan Turi and Biswanath Turi were terminated with effect from 8/9-8-83 and the services of the other concerned workmen were terminated with effect from 6-4-83. The concerned workmen who had committed fraud and dishonesty cannot be permitted to take advantage of their own fraud and dishonesty. The appointment of all the concerned workmen was a nullity and was vitiated by fraud and dishonesty and as such there was no valid employee and employer relationship between them and the management. In view of the above action taken by the management in terminating the services of the concerned workmen is fully justified. The management has further raised objection on the ground that no valid industrial dispute was raised in as much as the concerned workmen had not ever been the member of the sponsoring union and the sponsoring union has no existence whatsoever in N.K. Group of collieries of the management.

The question to be determined in this case is whether the management was justified in terminating the services of the concerned workmen.

The management have examined two witnesses and the workmen have examined three witnesses in support of their respective cases. The workmen have also exhibited one document which is marked Ext. W-1. The management has produced documents which have been marked Ext. M-1 to M-28.

As per schedule to the order of reference it will appear that the management has to justify its action for terminating the services of the concerned workmen. Admittedly the concerned workmen were working in N.K. Group of collieries of CCL from the date of appointment shown in the annexure to the schedule of the order of reference. Ext. M-10 series are the appointment letters issued to the concerned workmen showing the terms and conditions of their employment. The terms and conditions of employment of all the concerned workmen were the same in Ext. M-10 series. The said appointment letter do not show that the concerned workmen were appointed on temporary basis. They were appointed as time rated workers in Cat. I Mazdoor but they could be employed on any other time rated job as required by the management and they were to be paid wages as per NCWA-II for the Category Group in which they may be engaged to work and the work norm and rules of the company as may be applicable. The terms is that if at any time they or any person related to them or connected with them cause any obstruction to the mining operation or any work connected with any project or any colliery of establishment of CCL, their appointment shall be discontinued without any notice and accordingly their services will be terminated by the CCL. They were required to perform diligently in loyal manner such work and duties that may be entrusted to them by their superior and carry out the order and direction of such superior from time to time. They were to be governed by the provisions of the Certified/Model Standing Orders as may be applicable at the place of their posting and such other rules and orders as may be framed by CCL from time to time. It will appear therefore from the terms and conditions of their employment in Ext. M-10 series that their services could be terminated if they or any person connected with them put any obstruction to the mining operation or any work connected with any Project of the colliery. Admittedly the concerned workmen or any of the persons connected with them have not caused any obstruction to the mining operations or any work connected with the project of the Colliery and as such this term and condition of termination of the services of the concerned workmen is not applicable.

The other term and conditions of the services of the concerned workmen is that they will be required to perform

diligently in loyal manner such work and duties that may be entrusted to them and to carry out the orders of superiors. There is no allegation that the concerned workmen had not performed their duties diligently and in loyal manner or that they had not obeyed the orders and direction of their superior officers or that they have refused to the duties entrusted to them. Thus the two special term and conditions of service as enumerated in Ext. M-10 are not applicable in the case of the concerned workmen so as to terminate their services without any notice.

Then remains the other condition which is a condition applicable to all the workmen of the management. According to the said terms the concerned workmen were to be governed by the provision of the Standing Orders applicable at the place of their posting and such other rules and orders as may be framed by the management from time to time.

Ext. M-17 series are the order for termination of the services of the concerned workmen dated 6-4-83. It is stated in this termination order that the concerned workmen were given the benefit of appointment as being the nominee, dependant of persons whose land were acquired by the Company for mining operations/development of Projects and that subsequently and on enquiry made in the above matter it was found that they were neither dependant upon nor decendant of the land losers and in this view of the matter they were not eligible for employment in the company and the management therefore decided to terminate their services with immediate effect. Thus the cause of termination of the services of the concerned workmen has been stated in Ext. M-17 series. The ground was that as they were neither dependant upon nor decendant of the land losers they were not entitled for employment in the company. The question therefore is whether the concerned workmen had represented to the management that they were the dependants or decendants of the land losers who had nominated them for employment. Ext. M-8 are the nominations made by the land owners for giving jobs to the concerned workmen. It will appear that the land owners whose lands were acquired had made a prayer to provide the job to the concerned workmen being the nominee of the land owners. In para 1,2 and 3 in Ext. M-8 series the land owners have described the persons for employment as their nominee and have not stated that they are the dependants of land owners. Although the forms of applications Ext. M-8 series are photo copies of cyclo-styled original, it is clear that the land owners had nominated the concerned workmen for employment and they had not represented to the management that the concerned workmen were the dependants or decendants of the land owners. In this connection the evidence of MW-1 Shri K.E.R. Thomas who was Asstt. Chief Vigilance Officer of CCL and had been asked to make enquiry in connection with the complaint petition of Shri Ramendra Kumar, M.L.A (Ext. M-1) had made the enquiry and had submitted his report. He had recorded his statement of persons on different dates and had also taken the statement of the concerned workmen. His reports are dated 24-2-83 and 26-4-83 which are marked Ext. M-6. It was on the basis of his report that Shri Jagat-anand, Chief Vigilance Officer submitted his note and it also bears the note of Shri Rajendra Singh, Chairman-cum-Managing Director and the entire note is Ext. M-7. MW-1 has stated that the concerned workmen were neither family members nor the land lords whose lands has been acquired by the CCL. Ext. M-9 are the proposals sent by the General Manager, N.K. Area to the Director of Personnel seeking permission for providing of employment to the land owners or their family members and the permission was given by the Director of Personnel and the proposal was accompanied by the application of some land owners giving names of their nominees. He has stated that there was no policy of the management to give employment to the persons others than dependant or family members of the land owners. In his cross-examination he has very clearly stated that the applications for the appointment of the concerned workmen were as nominees of the land owners and they were processed as such and that recommendation for their appointment was made by the Project Officer and the Deputy C.M.E. and General Manager of N.K. Area before September, 1982. He has further stated that the proposal for further appointment of a number of persons were sent to the Director of Personnel who approved the appointment before September, 1982. In his further cross-examination he has stated that the officers and the staff who had deposed before him in the

enquiry had stated that they processed the cases of recruitment as nominees of the land owners and not as dependant of land owners under NCWA-II and that this was done according to the prevailing practices. The Officers had stated before him that the circular Ext. M-18 had not been received by them at that time and that the circular Ext. M-18 was circulated to the Project Officer on 21-10-82 and the appointment letters started issuing from 14-10-82. It appears therefore that the officers of the management had dealt with the appointments with the concerned workmen as nominees of the land owners and had accordingly recommended and appointment letters were issued prior to the circulation of the circular Ext. M-18. Thus all the processes of the appointment of the concerned workmen had been gone into prior to the circulation of the circular Ext. M-18. The management has based their case on the costs of Ext. M-18. In the above view of the matter we have to see what is contained in Ext. M-18 and whether Ext. M-18 can be used by the management for terminating the services of the concerned workmen.

Ext. M-18 dated 14-9-82 is the circular regarding the employment to land owners/their nominees. This letter is addressed by the Deputy Personnel Manager of CCL to the Personnel Manager, Singrauli. It shows that the management should continue to follow to provide employment to those nominees who are covered under the definition of the dependant as stipulated under NCWA as any deviation from this will lead to malpractices MW-1 has stated that the witness before him had stated that the Circular Ext. M-18 was circulated to the Project Officer on 21-10-82 and the process for employment of the concerned workmen had almost completed before the said date of circulation and appointment letters had started issuing. It will thus appear that all the process of appointment of the concerned workmen were done in good faith and the concerned workmen had not committed any fraud in getting their employment. The concerned workmen or the land owners had not represented in the applications for employment that the employment was being sought for the dependants of decendants of the land owners and it was clearly stated that the concerned workmen were their nominees. There is another circular Ext. M-19 dated 19-3-83 by the Chief Personnel Manager to the General Manager which provides that the names of the persons recommended for employment must belong to the family displaced and dependant and not otherwise. This circular was of a period much after the appointment of the concerned workmen.

WW-1 Krishna Singh and WW-2 Rabindra Nath Singh are two concerned workmen. It will appear from their evidence that a joint discussion was held between the representatives of the management and the trade union leaders, Mukhiya and the villagers whose lands were acquired and it was decided that the land owners dependants and their nominees will be given appointment if three acres of land was acquired WW-1 has stated that their guardian had acquired interest in the land of the land owners since before the acquisition of the land by advancing money to the land owners on the basis of the land and had taken possession of the land for the land owners and used to cultivate those land. It appears that as some interest was acquired in the land of the land owners by the guardian of the concerned workmen and as such the management must be feeling that there will be obstruction in acquiring the land and so decided in the joint discussion to give employment to the nominees of the land owners as well and accordingly the land owners had nominated the concerned workmen for employment in lieu of the land acquired by the management. The fact that the land owners had applied for employment describing the concerned workmen as their nominees on the basis of which the officers of the management had processed the application for employment also lends the support to the fact that the management had agreed for giving the employment to the nominees of the land owners. The concerned workmen are also approved by the evidence of WW-3 Shri Rajendra P.D. Singh, Provincial Secretary of Colliery Mazdoor Sabha of India. He has stated that there was a discussion between the management of CCL with villagers and the Mukhiya and the union in respect of employment of the land losers by which one employment was to be given on the acquisition of three acres of land. He has stated that it was decided that the decendants or nominees of the land losers were to get employment. He has stated that there was no such circular as Ext. M-18 in the area



office or the Project officer at the time of discussion or at the time of recruitment of the concerned workmen. Even MW-2 Shri R. N. Singh, Personnel Manager has stated in his cross-examination that they had not received any circular from the headquarters giving direction for recruitment of personnel and the criteria to be fixed for giving recruitments to the land owners. He has stated that in Argada Area they had entered into an agreement with the villagers and acted accordingly. He has expressed his ignorance if any such agreement was entered with the villagers in respect of N.K. Area. There is no positive evidence on behalf of the management to deny the assertion of the witnesses examined on behalf of the workmen that there was discussion between the management and the union leader and the villagers whose land were acquired in which it was decided to give employment to the nominee of the land owners. In view of the evidence it appears that the officers of the management had given employment to the concerned workmen knowing full well that they were the nominees of the land owners and that there is no question of fraud or misrepresentation by the concerned workmen. The concerned workmen had not represented themselves to be the dependant or decendant of the land owners. It will thus appear that the reason for termination of the services of the concerned workmen given in the letter of termination has no basis and the reasons for termination do not appear to be justified.

The management at best, were trying to bring the case of the concerned workmen as covered by misconduct which is punishable by the management after holding a domestic enquiry by issuing definite charges against the persons concerned. Admittedly neither any explanation was asked for from the concerned workmen nor any chargesheet was submitted to them before terminating their services. Clause 27 of the Standing Orders Ext. M-29 provides acts of misconducts and sub-clause 2 shows that fraud or dishonesty in connection with company's business or property is a misconduct. Clause 28 of the Standing orders provides that no order of punishment by way of dismissal shall be made unless the employee is informed in writing of the alleged misconduct and is given an opportunity to explain the circumstances alleged against him. In the present case a preliminary enquiry was made by Shri Thomas but that was behind the back of the concerned workmen and they had not the opportunity to test the truth of the statement of the witnesses who had given their statement before Shri Thomas. The said enquiry by Shri Thomas may be a preliminary enquiry made on behalf of the management for collecting materials for the purpose of framing charge against the concerned workmen but that cannot replace the need of the domestic enquiry against the concerned workmen after framing definite charges of fraud and dishonesty against them. In this view of the matter also the termination of the services of the concerned workmen on the ground of fraud and misrepresentation cannot be justified.

In the result, I hold that the action of the management of M/s. CCL, N.K. Group of collieries in terminating the services of the 17 concerned workmen is not justified. The concerned workmen are reinstated from the date of their termination of their services with all back wages and other consequential benefits which may be available to them.

This is my Award.

Dt. 30-9-85

I.N. SINHA, Presiding Officer  
[No. I-24012(67)]85-D. IV (B)]

नई दिल्ली, 25 अक्तूबर, 1985

का. आ. 5075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार व कापसारा क्षेत्र में, ई.सी. लिमिटेड, राक. सारसा पहाड़ी, जिला धनबाद के प्रबंधन में संबद्ध नियोजकों और उनके कर्मचारियों के बीच अन्तर्गत में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2 धनबाद के फैसले को प्रभावित करती है, जो केन्द्रीय सरकार को 9-10-85 को प्राप्त हुआ था।

New Delhi, the 25th October, 1985

S.O. 5075.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kapasara Area M/s. Eastern Coalfields Ltd., PO Sarsapahari, Distt. Dhanbad and their workmen, which was received by the Central Government on the 9th October, 1985.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 21 of 1984

In the matter of Industrial Disputes under Section 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Kapasara Area, M/s. E. C. Ltd., at & P. O. Sarsapahari, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers : Shri R. S. Murthy, Advocate.

On behalf of the workmen : Shri B. K. Ghosh, Member Executive Committee, Janta Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 30th September, 1985

## AWARD

The Government of India, Ministry of Labour & Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. I-24012(62)]83-D.IV(B), dated, the 8th June, 1984.

## SCHEDULE

"Whether the action of the management of Kapasara Area, M/s. E. C. Ltd. At & P.O. Sarsapahari, Distt. Dhanbad in demoting Shri K. Janardan, Sr. Store Keeper from Technical grade 'B' to special grade (clerical) with effect from 18-5-83 is justified ? If not, to what relief is the concerned workman entitled ?"

Soon after the receipt of the order of reference notice were duly served upon the parties. Both the parties filed their respective written statement and rejoinders. Thereafter several adjournments were granted to the parties. Ultimately on 19-8-85 both the parties appeared and filed a Memorandum of settlement. I have gone through the terms of settlement which appears to be fair and proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the memorandum of the settlement which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer  
[No. I 24012(62)]83-D.IV(B)]

Dt. 30-9-85

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 DHANBAD.

In the matter of reference No. 21 of 1984

PARTIES :

Employers in relation to the management of Kapasara Area of Eastern Coalfields Ltd., P. O. SARASPAHARI, Distt. Dhanbad.



## AND

## Their Workmen.

Joint Petition of Compromise of Employers and Workmen  
The above mentioned employers and workmen most respectively beg to submit the joint petition :—

- (1) That the employers and the workmen have jointly negotiated the matter covered by the aforesaid reference with a view to arriving at an overall and amicable settlement.
- (2) That as a result of such joint negotiations between the Employers and the workmen they have arrived at an amicable settlement of the dispute on the following terms and conditions :—
  - (a) It is agreed that the management shall promote the workmen concerned Sri K. Janardhanan to the post of Sr. Storekeeper in Tech. Grade B' in the NCWA III pay scale of Rs. 810-46-1178-51-1586 w.e.f. 24th May 1983 and fix his pay in the said post and pay scale according to the rules of the Management.
  - (b) It is agreed that the workman concerned will be given the normal annual increments in the above pay scale w.e.f. 24th May 1984 and 24th May 1985 respectively as per the rules of the Management.
  - (c) It is agreed that from 24th May 1985 the workman concerned shall draw his pay as fixed w.e.f. 24th May 1985 as indicate in clause (b) above, but he will not be entitled to any arrears of wages for the period from 24th May 1983 to 23rd May 1985 and he will be entitled to only notional seniority in the post of Sr. Storekeeper during the period from 24th May 1983 to 23rd May 1985.
  - (d) It is agreed that from 24th May 1986 onwards workman concerned will draw his normal annual increments in the aforesaid pay scale according to the rules of the management.
  - (e) It is agreed that this is an overall settlement in respect of all the claims of the workman concerned arising out of the aforesaid reference and in full and final settlement of the same.
- (3) That the Employers and the workmen consider and submit that the aforesaid settlement is just fair and reasonable to both the parties.

In view of the above settlement/agreement the Employers as well as the workmen jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the said settlement and dispose of the reference accordingly.

LAL BATRA SINGH, General Manager,  
Kapasara Area, Eastern Coalfields Ltd.  
For and on behalf of the Employer.

B. K. GHOSH,

Member Executive Committee Janata Mazdoor Sangh  
for and On behalf of workmen

Witnesses :—

1. K. Janardhanan, Workman concerned.
2. M. P. Singh P.M.  
Kapasara Area.

RAL. S. MURTHY,  
Advocate for Employers.

का. आ. 5076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार राजुर कोलीयरी, मेसर्स बटर्न कोल्फील्ड लि. के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारियों के बीच अंतर्विषय में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकांश, सं. 1, बार्बरी, के पक्षों को प्रकाशित करने है, जो केन्द्रीय सरकार को 18 अक्टूबर, 85 को प्राप्त हुआ था।

S.O. 5076.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Bombay, as shown in the Annexure. in the industrial dispute between the employers in relation to the management of Rajur Colliery of Western Coalfields Limited and their workmen, which was received by the Central Government on the 16th October, 1985.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

## PRESENT :

Dr. Justice R. D. Tulpule Esqr., Presiding Officer.  
Reference No. CGIT-20 of 1984

## PARTIES :

Employers in relation to the Rajur Colliery, Western Coalfield Ltd.,  
AND  
Their workmen

## APPEARANCES :

For the Employers : Mr. P. S. Nair, Advocate.

For the Workmen : Mr. D. V. Gangal, Advocate.

INDUSTRY : Mines STATE : Maharashtra  
Bombay, the 15th July, 1985

## AWARD

This is a reference under Section 10 sub-section 1(d) of the Industrial Disputes Act, which calls for adjudication of the action of dismissal of two employees, Wali Mohammed and Ali Mohammed in the employment of Rajur Colliery of M/s. WCL. The two employees were dismissed from 10th of April, 1983 and the reference is whether that dismissal is justified. If the dismissal is not justified, the Tribunal is required to consider to what relief the workmen would be entitled to and from what date.

2. A statement of claim was filed on the 15th November, 1984 by the Rashtriya Vidharbha Coal Employees Union which has presumably sponsored the dispute. Even before that, however the employers filed their written statement, which is dated the 12th November, 1984. It is however not clear as to when this written statement was received in this court. This gave rise naturally to the filing of a rejoinder to the statement of claim by the employer and rejoinder by the union to the written statement of the employer.

3. Broadly, stated the statement of claim, taking the statement of claim filed on 15th of November, 1984 and the rejoinder filed on 10th January, 1985 together, contend that the enquiry was vitiated, was not fair and proper for the various reasons alleged. It is also contended for the union and the workman that the employees are not guilty of any misconduct and they had acted honestly and fairly and no misconduct was proved against them.

4. As regards the enquiry, their contention is that it was false and fake and no enquiry at all was held. They call it an eye-wash, but also proceed to say that the enquiry was held and conducted by Mr. Jahagirdar, who is Senior Personnel Officer. The case of the management was presented by Mr. Chatterji. A number of technical defences are raised, namely, firstly that the chargesheet served was in English which language the employees do not know, the workmen illiterate as also their representative they were pressurised and asked to sign on the documents which they did were asked to keep mum. The enquiry officer was a member of the Selection Committee out of the proceedings of which the alleged misconduct has arisen. The employees were charged having committed a misconduct of dishonesty in connection with the employer's business or property. The employees were not allowed to lead any defence evidence. The original record of the employment exchange was not produced. The complainant who had lodged the complaint leading to the enquiry was also not examined. Mr.

Jahagirdar and Mr. Chatterji should have really appeared as witnesses and not as an enquiry officer and presenting officer. The workmen and their representative were no match to the enquiry officer and presenting officer who were well-versed in law. They were pitted against these persons, Mr. Jahagirdar and Mr. Chatterji, it is alleged "have exploited their official positions and powers to compel the workmen to meeky submission to the officers pressure to get mum and the mouth shut during the enquiry." It is also stated that the second show-cause notice was not given. Documents were not supplied to the workmen, which were produced in the enquiry. Members of the Selection Committee were not produced to identify who appeared for the interview.

5. It was then stated for the workmen that Ali Mohammed was in the regular employment of the Rajur Colliery as a loader. He was first employed in 1978 and later on a regular basis from 1979. He could not have, and he had not applied for registration with the employment exchange and there was no question of his having been sponsored by the employment Exchange. Ali Mohammed could not have appeared for the interview. He also denied that Ali Mohammed received any intimation from the employment exchange or that he was interviewed by the committee.

6. So far as Wali Mohammed is concerned, since the contentions and the case made out in the statement of claim is material, it would be best to reproduce it in its own words. That case was also made out in reply to the charge-sheet which was served. It says that "Wali Mohammed also stated that his name was incorporated in the list of unemployed candidates register in the Employment Exchange at Yeotmal.....That he received the interview card and he has appeared and was selected. Documents produced before the interview committee were obviously in the name Wali Mohammed. He had also pointed out in the course of the interview that his name was wrongly typed as Ali Mohammed whereas it should be as Wali Mohammed." It is stated that the Employment Exchange Card bears the registration No. 27947, but according to the union and the workmen, that was of Wali Mohammed. There is no correction, overwriting or tempering with the Employment Exchange card. That it was Wali Mohammed who was directed for medical examination. This was pointed out to the Medical Officer and he corrected the inadvertent mistake and medical fitness certificate was issued in the name of Shri Wali Mohammed (Inadvertent mistake of Wali Mohammed being writing as Ali Mohammed in the interview letter/card and Medical Exam notice). Then it is also stated that Wali Mohammed pointed out during the interview that "the interview card issued by the Employment Exchange which obviously shows that the name should be Wali Mohammed and not as Ali Mohammed." It is alleged by the union that "the members of the committee obviously were Rajur Colliery" and they can "very well recognise Shri Ali Mohammed who was already in the employment"

7. It is in this context probably contended that the members of the selection committee should have been produced before the enquiry officer for the purpose of identifying. It is also said that at the interview, the workmen have to produce photographs. It also raised objection to Mr. Jahagirdar holding the enquiry as he was not an independent person as he was in he two of the incident, which gave his to this enquiry. Jahagirdar was admittedly a member of the selection committee in which according to the workmen the selection of Wali Mohammed has been made. The contention is that Mr. Jahagirdar is fully aware as to who appeared at the interview and whether Wali Mohammed, as contended by the union, appeared at the interview. It is said that Ali Mohammed, is confirmed and appointed by order dated 16th May, 1979 and was a permanent workman under the Standing Orders in the year 1980 itself. He had therefore, no reason to register his name again with the employment exchange. The union has also found fault with the management for not getting the signatures or thumb impression examined by hand-writing expert which "could have easily established the identity of signature or thumb impression."

8. The management in its written statement has contended on the other hand that the employees were charged with having committed a misconduct as stated in the charge-sheet. The employees had submitted their reply to the charge-

sheet and as the explanation was not satisfactory, an enquiry was ordered. The enquiry was conducted by Shri Jahagirdar. The employees were represented by one Chhedu Dhunda. Witnesses were examined in the presence of the two employees and their associate. Full opportunity was given to them for cross examining the witness. The workmen examined themselves. The workmen were also given opportunity to adduce defence evidence, but they did not adduce any. The enquiry officer then made a report, which report was accepted by the management and the employees, in view of the serious nature of the misconduct, were dismissed from service, as they were found guilty. The employer, therefore, prayed that the question whether the enquiry was legal and fair and proper should be treated as a preliminary issue and if it is found that the enquiry was vitiated on any ground whatsoever, including the findings of the enquiry officer, then the management may be permitted to lead evidence before the Tribunal to prove the misconduct.

9. As pointed out earlier, this was filed on 12th November, 1984, in any case without knowledge or without it being an answer to the statement of claim filed by the employees.

10. After the statement of claim filed by the union was received, it appears that the management filed a rejoinder dated 14th of December, 1984. It was thereafter that the union's rejoinder came to be filed on the 16th of January, 1984. No permission however was sought, to file that rejoinder, nor any ground providing justification for filing the rejoinder were made out. It appears nevertheless, that the sur-rejoinder has been taken on record, without a formal order accepting or permitting it. I have already dealt with the contentions raised by the union in this rejoinder of 16th of January, 1985.

11. Adverting now to the rejoinder of the management, it will be seen that the management denied that Ali Mohammed was in permanent employment at the Rajur Colliery and set out according to it the circumstances leading to the misconduct and the facts which have constituted the misconduct by the employees. Their contention is that it was Ali Mohammed who had registered himself with the employment exchange and has obtained the employment exchange card. That employment exchange registration enabled him and on the basis of his registration, the employment exchange sponsored his name for the interview held in the month of March, 1981. Evidence goes to show that the card which was produced was issued to Ali Mohammed, who alone had registered and the registration number indicates the issuance of a card by the employment exchange to Ali Mohammed. Ali Mohammed and Wali Mohammed being brothers they conspired to make use of the employment exchange letter issued in favour of Ali Mohammed for his brother, Wali Mohammed, changed the card by making corrections and overwriting it from the name Ali Mohammed to Wali Mohammed. That Wali Mohammed got employment by a false representation before the medical officer.

12. The employer said that Ali Mohammed was in employment only on casual basis and was not regularly employed. It also admitted that Jahagirdar was a member of the Selection Committee which took interviews in 1981. That "he was not in any way involved. He is neither a witness nor is he connected with actual fraud committed by the workmen." According to it the enquiry was fair and proper. The workmen were represented by one Chhedu Dhunda, who is General Secretary of the union and well versed with all such matters. He has been representing the workmen at various stages. The workmen made no complaint at any time in the enquiry either with regard to any of the charge or the conduct of the enquiry. He participated and cross-examined witnesses. All the allegations in that behalf of the union that enquiry was fake and was an eye-wash or that the employees were asked to keep mum and the enquiry officer recorded whatever he wanted and then he obtained signatures of these persons, were denied. It also contended that the findings were supported by the evidence which was received in the enquiry.

13. As regards record of the employment exchange, it was pointed out that the original record of the employment exchange was produced. Neither Dhunda nor Chatterji used their official position to bring any pressure upon the employees

or their representative. The enquiry officer based his findings on the record and evidence laid before him. Findings of the preliminary enquiry were not relied upon by anybody. It was not necessary to give the employees any notice of the preliminary enquiry or hold it in their presence. The lady who made the complaint had not given her address and hence could not be examined. The Employment Exchange card itself goes to show that there has been overwriting and manipulation and correction thereon. The original name appears to be changed. There was, therefore, enough and adequate material and evidence before the enquiry officer to hold that the misconduct was proved.

14. As desired by the parties and particularly at the instance of the workmen, the question as to whether the enquiry was fair and proper was taken up as a preliminary issue. Evidence was recorded on 12th and 13th of February at the instance of the employees. Thereafter, it was posted for arguments on the 4th March, 1985, when the learned counsel for the employer, Mr. Nair submitted, without prejudice to the contention that the enquiry was fair and proper and not violative of the principles of natural justice, that the management wants to lead evidence on merits. An order was passed on that date. The learned counsel for the employees had been satisfied that such a course is permissible in law, though he had initially resisted it. Evidence on merits was permitted and the matter was adjourned for evidence on merits. That evidence was also led. I will come to that aspect of the case later, when I come to merits.

15. I may firstly refer in this connection to the decision of the supreme court in the Delhi Cloth and General Mills Vs. Iudh Budh Singh (1972-1 L.L.J.-p.180). Certain principles were extricated from various decisions referred therein and the Supreme Court set out 7 principles which apply and govern the procedure in such matters whether by way of reference under section 10 or by way of an application under Section 33 of the Industrial Disputes Act. We are however concerned with only two of them at this stage and it would be proper to extract them here.

"(2) If a domestic enquiry has been held it is open to the management to rely upon such enquiry in the first instance and alternatively and without prejudice to its plea that the enquiry is proper and binding simultaneously adduce additional evidence before the Tribunal justifying its action. In such a case no inference can be drawn, without anything more, that the management has given up its enquiry."

"(3) When the management relies on the enquiry and also simultaneously adduce evidence before the Tribunal without prejudice to its plea that the enquiry is proper, it is the duty of the Tribunal in first instance to consider whether the enquiry is valid or proper. If it is satisfied the enquiry was proper the question of considering the evidence before it on merits no longer survives. It is only when the Tribunal holds the enquiry was not properly held it derives jurisdiction to consider the evidence adduced before it and decide on the basis of such evidence."

16. In view of the above proposition, which I have extracted above and since the management in this case has relied upon the enquiry and also simultaneously adduced evidence before me without prejudice to its contention that the enquiry was fair and proper, it is incumbent upon me to decide whether the enquiry held in this case was fair and proper. I shall, therefore, firstly address myself to this aspect of the matter.

17. For the employees, evidence was led of the two employees concerned in the enquiry, Ali Mohammed and Wali Mohammed, while the management examined, Mr. Jagirdar, the enquiry officer. They also produced the record and the proceedings of the enquiry, the charge sheet served upon the workmen as also their replies. The documents produced at the enquiry were also produced and were admitted in evidence by mutual consent of the parties. They have been exhibited. It will be seen from the resume of contentions and the broad statement of the case of the employees with regard to the enquiry which I have accumulated earlier above that the principal contention of the employees is that the

charge-sheet served upon them was in English and that they were illiterate. According to them, the entire enquiry was sham and was false. No enquiry in fact was held. That they were just asked to come and sit and keep mum. They were directed to sign at various places, saying that those were the orders of the General Manager. Though in the statement of claim, it is not disputed that Chhedhu appeared for them as their representative, at the state of the trial, an attempt was made to say that Chhedhu did not appear as their representative, but was brought in by the management itself to make a pretence of appearance.

18. In the statement of claim, however, it was contended that the enquiry officer was not competent to hold the enquiry, as he was himself a party to the selection committee which held the interviews. That he had personal knowledge with regard to what transpired at the interview and should have therefore, appeared as a witness and not as an enquiry officer. The enquiry officer as well as Mr. Chatterji were well versed in the procedure of holding the enquiry, and were, it was urged initially, law graduates. The employees therefore, it was contended by the learned counsel for the employees, were entitled to be represented by a lawyer and that the employees had to be made aware of it and that they had a right to cross-examine the witnesses. It was also suggested, though it is difficult to know what is meant thereby "the employees were no much to these persons," namely Jagirdar and Chatterji. To summarise briefly the contention is that the enquiry is nothing but a farce. The employees did not know, on account of the charge-sheet being in a different unknown language, what was the charge against them. They were not represented by any body, and were not made aware of their rights. The enquiry was thus a sham and bogus affair.

19. I am unable to accept that any of these contentions have any merit or even established. It is a fact that the chargesheet was in English. The employees themselves admit and say in their reply to the charge-sheet that they have got the charge-sheet explained to them from some person and that on the basis of that they are making a reply from whatever they have understood. The reply to the chargesheet would go to show that the workmen have understood the charge. Presumably they have got it explained to themselves by a person very conversant with English language. Besides I am satisfied that there is evidence also to show that the charge was explained to them in Hindi before the enquiry was commenced.

20. Firstly referring to the charge-sheet, the charge-sheets are at Exhibit-M-5-A&B. The charges to both the workmen substantially set out the incidents which gave rise to this enquiry. The charge to Ali Mohammad says that he was a casual wagon loader since 7th February, 1980 and was recruited as an ad-hoc workman as a temporary wagon loader. That he failed to notify the employment exchange of his employment. The main substance of the allegation is that he received interview letter dated 7-3-1981 from the employment exchange to appear for an interview and with a view to cheat the management, he gave the employment exchange interview letter as well as the card to his brother Wali Mohammad and/or helped him in appearing for the interview under a false name and thereby committed a misconduct alleged. It is alleged against both the workmen the misconduct of "dishonesty in connection with the employer's business or property."

21. Charge against Wali Mohammed is that he appeared at the employment exchange sponsored interview on 16th March 1981 under his brother's name, Ali Mohammed by showing his interview card claiming that he was Ali Mohammed. That subsequently after his selection, he tampered the card during the medical examination as Wali Mohammed and succeeded in befooling the management with the name Wali Mohammed and not Ali Mohammed (of the selected individual). He was, thus charged with having secured the appointment by cheating the management and both the employees were charged, with Ali Mohammed having been additionally charged of conspiring with his brother Wali Mohammed to dishonestly secure employment.

22. As is to be expected, the charge is not meticulously drawn. It is not expected in a domestic enquiry to frame charges in such meticulous manner as is required in a criminal trial, but it must convey to the persons concerned

the facts or allegations against them. In the present case, the allegations against these persons were, to put them in a nut-shell, that Ali Mohammed who had already secured employment on a casual and ad-hoc basis, having received an interview letter from the employment exchange, planned to benefit his brother therewith, that Wali Mohammed appeared under a false name of Ali Mohammed at the interview. Ali Mohammed was selected by the selection committee, but at the time of the medical examination, the employment exchange card which was in the possession of the employee, was changed and altered to read the name Wali Mohammed. Wali Mohammed appeared for the medical examination and succeeded in persuading and making them (the medical officer and personal staff) believe that it was Wali Mohammed who was selected and his name wrongly appeared as Ali Mohammed, thereby securing employment.

23. The circumstance that both these persons understood the allegations against them can be verified and seen from the replies given by them, which are at exhibits M-7-A&B. Wali Mohammed in his reply said that he had obtained an employment exchange card in 1978. He had appeared at the interview and given his real name, Wali Mohammed. Similarly, he did so at the time of medical examination and later whenever occasion arose to give his name, he gave his name as Wali Mohammed. As regards Ali Mohammed, he stated that Ali Mohammed was his elder real brother and has been working in the colliery since long time. There is a slight difference between their names. Ali Mohammed, since he was employed since 1978 in Rajur Colliery had not taken out employment exchange card. The charge against them is false. That he had himself taken out the employment exchange card in his name and has obtained employment on that basis.

24. The reply of Ali Mohammed to which he has subscribed his thumb impression, stated that he has been working as a wagon loader from 1978 and therefore, has not registered his name in the employment exchange. He therefore did not require any employment exchange card. He had not committed any misconduct and was very sorry to learn of the charges against him. He had committed no wrong and the matter can be investigated.

25. This will go to show that both the employees had understood what were the allegations and could manage to have substantial gist of the charges just as the charges suffer from want of meticulousness. The replies also meet them in the same fashion.

26. While alleging bias or in competency against the enquiry officer, Mr. Jahagirdar, in the statement of claim as initially delivered, the only reference appear in para 9. The ground is that he was involved in the selection and was a member of the selection committee. In the rejoinder filed by the union, this is repeated in para 2. Mr. Jahagirdar is said to be in the know of the incident, namely, holding of the interviews by the selection committee. It is however said "Thus Mr. Jahagirdar is fully aware as to whether Mr. Ali Mohammed as alleged by the Management appeared at the interview or whether Mr. Wali Mohammed as contended by the union appeared at the interview. The pre-knowledge to Mr. Jahagirdar at the time of interview disqualifies him from acting as Enquiry Officer.

27. It is no doubt that one of the charges against the workmen is abetment and impersonation. I have already pointed out what is alleged in the charge sheet delivered to both Wali Mohammed and Ali Mohammed. The charge does not specifically say contrary to what is stated in the rejoinder extracted above, that it was Ali Mohammed who appeared at the interview. The charge delivered to Wali Mohammed says that it was he, who appeared impersonating himself as Ali Mohammed, and by handing over the interview letter and employment exchange card to Wali Mohammed, Ali Mohammed helped Wali Mohammed appear at the interview and to secure employment and both together cheated the management.

28. The knowledge of any misconduct can be attributed to Jahagirdar if he had known, and if that was the allegation of the employees, that Jahagirdar knew both Wali Mohammed as well as Ali Mohammed and had known at the time of interview, the person, the real name of person and the name which he gave. In other words, unless it is alleged that Jahagirdar is party to the fraud or dishonesty as alleged to have been perpetrated in the charge-sheet it would not

be possible to say that Jahagirdar is in the know of the incident. All that Jahagirdar can be said to have known and aware was, the holding of interviews on the 16th of March, 1981 and the selection of a person who gave his name as Ali Mohammed. As would be seen from the evidence, about 1500 people were sponsored by the Employment Exchange. It is not known how many were interviewed. There were 250 vacancies. The process of interview and selection and final appointment seems to have gone on for a long time. To say, therefore, that every person who was a member of the Committee which interviewed the candidates and selected them was aware of every incident connected with the interview including the fraud of the candidates, would be to say too much.

29. Any allegation against Jahagirdar's bias or prejudice could be only if it was established that Jahagirdar knew Ali Mohammed personally, as also Wali Mohammed. Jahagirdar was in the witness box. But no such question was asked to him at any time. The question was pertinent and material particularly at the preliminary stage of the enquiry since Jahagirdar's competency to hold the enquiry itself was challenged. Jahagirdar was not later examined but if the union wanted to challenge the competency of Jahagirdar as an enquiry officer, it was not enough to merely establish the position that Jahagirdar was a member of the interview committee. It had to be established further that Jahagirdar knew the workmen Ali Mohammed who was already working in the colliery right from 1979 as alleged. Not only is this not asked to Jahagirdar but even Ali Mohammed or Wali Mohammed in their evidence at the preliminary stage fail to say that Jahagirdar knew them or he knew Ali Mohammed & Wali Mohammed even before the interview took place. Ali Mohammed did not appear as witness at the later stage of the enquiry. To my mind, failure, to establish that Jahagirdar knew who was Ali Mohammed as also his brother either during his evidence or the evidence of the two workmen indicate absence even of a semblance of justification for the contention. A mere knowledge of interviews and sitting at the interview committee would not disqualify a person from holding an enquiry in charges of cheating by impersonation, of forgery of any document and which apparently was committed even according to the management between the time the interview took place and Wali Mohammed was medically examined. Nearly a year passed in between. The charge against the workmen, it must not be forgotten, was of impersonation, of forgery and of using a forged document as genuine and cheating Jahagirdar's knowledge of this could only be or even if remotely be considered possible, if he had known either Ali Mohammed or Wali Mohammed personally before the date of interview. Since the workmen have failed to establish that, there is really no substance in this contention.

30. Similar is the position which was at one stage taken up the learned counsel for the employees, that the employees should have been told that they have a right to engage a lawyer. This contention is presumably raised on the misconception and misinformation that Jahagirdar and/or Chatterji were well-versed in law. It was urged at one stage that Jahagirdar and Chatterjee are law graduates. Jahagirdar's qualifications have been brought on record. They do not show that Jahagirdar was a law graduate. Chatterjee's qualifications and particularly possession of a law degree, were never asked nor sought to be established. This contention, therefore, must also be rejected.

31. It was then urged, for what purpose, it is difficult to follow, that the employees were no match to Jahagirdar and Chatterjee. There is no rule either in the standing orders of the company or model standing orders, nor any rule or principle of natural justice that in domestic enquiries, parties pitted against each other must be equally matched. It would be extremely difficult were such a rule to exist, to hold any domestic enquiry at all. One is at a loss to know as to what is meant by the workman being no match. Formal education does not confer upon persons ability to conduct themselves properly or how to defend themselves necessarily. Even persons with formal education may not be able to acquit themselves well. On the other hand, illiterate and unlettered persons often possess considerable acumen, skill and forensic capacity. The contention, therefore, can not be accepted. There is no standard by which this can be done.

32. Lastly, the enquiry, it was urged was neither fair nor proper and was a farce and sham. The workmen were not told or made aware of their rights. They were not told of their right to be represented by anybody of their choice. That they were made to sit, including their representative Chhedhu and sign on papers, pressurising them by the positions which Jahagirdar and Chatterjee occupy, on a misrepresentation that those were the orders of General Manager.

33. I must say that the employees have displayed no regard to truth or veracity and have lied generously, without even thinking of their being liable to be exposed. They have even taken up positions inconsistent with their statements in the statement of claim and rejoinder. Contrary to what was the trend in the proceedings, in the statement of claim, it was clearly stated in para 4 that "the management conducted the enquiry by appointing Shri P. G. Jahagirdar, Sr. Personnel Officer as an Enquiry Officer" in which "Ali Mohammad and Wali Mohammad were assisted by Shri Chhedhu Dhunda, a Shot Firer." It is no doubt as I have earlier stated, alleged that the enquiry was a farce and an eye-wash and the workmen were illiterate and were no match. But it is not said that Chhedhu Dhunda was not their representative, but was thrust upon them and they were forced to sign the enquiry papers. The management in its written statement, had pointed out that Chhedhu Dhunda was a union General Secretary. That he was also representing workmen "at various stages". Chhedhu was selected by the workmen themselves as their representative. That they were satisfied by their representation and had made no complaint throughout during the enquiry and as I shall point out, even later.

34. But apart from that even in the subsequently filed rejoinder dated the 16th of January, 1985, the workmen did not say that Chhedhu Dhunda was not their representative. That he had been forced in the enquiry to sign the papers, and that for that matter he had not been representing the workmen and was not a General Secretary of the union. Presumably it is the same union which has espoused the cause of the workmen. I have already observed that the workmen have no regard for truth and were prepared to make any false statement at any time, if it suits their purpose. Their witness Chhedhu also sailed along with them. Wali Mohammed clearly admitted that on his behalf, Chhedhu was conducting the proceedings in the enquiry. He said "he was representing my brother Ali Mohammed also." Chhedhu was the Secretary of the union." It is said that "Chhedhu also does not know reading and writing." That is also the version of Chhedhu. Chhedhu has further signed not only the enquiry papers, but is in the habit of signing many others. This would be clear from Chhedhu's evidence. Wali also admitted that he was a member of the union, of which Chhedhu was the General Secretary of the union which is espousing their cause. He also admitted that he "made no complaints in writing about anything with regard to the enquiry proceedings after the enquiry was over."

35. Ali Mohammed similarly admitted that he was "represented by one Chhedhu." His contention is also that "Mr. Jahagirdar did not explain or translate the charge either to me or to Chhedhu." But admitted that after the close of the enquiry, Chhedhu signed the documents. In his cross examination, he stated that "in the enquiry, no question was put to me right from the beginning to the end. We were sitting quiet for all the time." He, however, had the fairness to say that "evidence was recorded of all those persons who gave evidence in my presence."

36. Regarding Chhedhu, he says that "it is not correct to say that Chhedhu was brought into the enquiry by us on our behalf. I do not know if Chhedhu was there on our behalf or on whose behalf." When confronted with his earlier statement in the examination-in-chief, Chhedhu admitted "my statement made yesterday is correct." Nevertheless, he says that he did not take Chhedhu with him to help them, but "Jahagirdar told me to call Chhedhu and therefore I called him from office. I again say that I called him from stores. It was Mr. Jagirdar who said Chhedhu should be called. I did not ask him why Chhedhu should be called."

37. Curiously, he admits that they had no objection to Chhedhu representing them and no complaint was made at any time that Chhedhu was not the person of their choice.

38. Chhedu went a step further. That would only go to show how all these three persons have scant regard for truth and are prepared to lie to suit their convenience. In his examination-in-chief only, Chhedu said that he did not "know about the enquiry against Ali Mohammed and Wali Mohammed." According to him, either of them called him and took him to colliery office where Jahagirdar and Chatterjee were sitting. He said that both of them told him that "they were conducting an enquiry against Ali Mohammed and Wali Mohammed and that I should come and sit to assist them." He says he refused and said that he "did not know anything about it and I do not know about these matters." It is his story then that Jahagirdar and Chatterjee told him to simply sit there and started their work. It is in the evidence of these workmen only that the work of writing of Mr. Jahagirdar went on for about 5-6 hours. He admitted that he signed at about 20 places on that date. One would have to be too innocent to believe that for all these five to six hours, he and the other two workmen were simply continuing to sit and that Jahagirdar went on writing something and at the end they all signed without either of them opening their mouth.

39. In his cross-examination, he admitted that he does represent in settlements on behalf of the union, signs letters in writing, carries on correspondence on behalf of the union with the management and signs documents. He was in a difficult situation, however, when he made the following statements. "Generally it is correct that I do not sign without being made to know what it contains. I see exhibit-M-2, wherein signatures are made by me. I may have signed similarly documents without reading before these enquiry proceedings and also till now." His evidence makes amusing reading. Slightly changing this position, he stated "I was forced to sign, on the enquiry papers, I do not know that it is wrong to force anyone to sign a document, or to sign under duress any document. I did not make any complaint to anyone that I was called at the enquiry against my wish and was forced to sign without the proceedings being read over and explained to me, to any one so far at any time."

40. He further said "I declined to sign saying that I do not know what is written and I would be deceived if I sign." "They told me that it is GM's orders and direction and that I should sign, there would be no problem." He then says that carbon copies of the papers were made and since carbon copies were made, he asked Chatterjee and Jahagirdar to give them a copy, but they were told that copies would be given later. He says "at no stage, I was told what was written in the papers."

41. None of these this which have been stated by Chhedu, was spoken of by either Ali Mohammed or Wali Mohammed. It is significant that Chhedu appear loguacions in the examination-in-chief itself. This evidence was given alongwith Ali Mohammed and Wali Mohammed on 12th February, itself. Hence the significant omissions and different versions as to what happened in the evidence of Ali Mohammed or Wali Mohammed from that of Chhedu. Chhedu, however, admitted that as union General Secretary, though he did "not know much about enquiry proceedings, but I know something."

42. It is on this kind of evidence that the workmen say that the representative was not of their choice, that they did not participate in the enquiry and were forced to sign the enquiry papers at various places without being told or given to know what was in them. As I shall presently point out, the enquiry record itself goes to show that there was in general participation on behalf of the workmen and that unless one was conversant with the procedure of enquiries and what was required to be proved, the nature of questions which have been put to the witnesses of the management, would not have been put. The record of the proceedings and its correctness has been proved by Jagirdar in his evidence. Excepting cross-examining him to suggest that the record, made of the charge sheet having been read and translated and explained in Hindi was false, there was no cross-examination of Jagirdar worth the name, on the various other aspects revealed from the enquiry record. The intrinsic evidence of the enquiry record, as I shall presently point out goes to establish not only participation of the workmen, but the fact of the conduct of the enquiry and its holding and the participation of the workmen therein.

43. The enquiry proceedings record is at Exhibit-M2, pages 1 to 17. The record virtually is a record of 21st March, 1983, when the enquiry was actually held and completed. Previously, on the 16th and 20th March, 1983, the enquiry seems to have been posted and adjourned. The record shows that the enquiry was adjourned from 20th to 21st, when some of the workmen and Wali Mohammed signed this record. As against all this, it was never suggested that the enquiry was held only on one day. On the other hand, as I pointed out, the record shows that it was first fixed for 16th and then for 20th and subsequently for 21st, when there was some cross-examination. As to what happened on 20th, it was not suggested that nothing really took place on 20th and the signature purporting to be of 20th March, was really taken on 21st only. The workmen also in their evidence did not say that they were never called either on 16th or on 20th, or that the enquiry was not adjourned 21st when they signed and that it was only on 21st that whatever happened in the matter of the enquiry took place.

44. What is however, more significant is that the cross-examination of Chatterji who was examined first goes to show active knowledgeable participation. The first question asked was that there was an agreement between the union and the management in 1975 that whichever workmen was suspended, after ten days, he has to be taken back on work while the enquiry may be continued. The question was that in this case, agreement has not been observed and the suspension of the concerned workmen, therefore, was unlawful. Chatterjee replied that he was not aware of any agreement. But that the enquiry was going on according to the standing orders. A question is also asked to suggest that date of appointment of Ali Mohammed is also wrongly shown. The answer again was that it was shown as per B-Register, which shows the date of appointment or as 7th February 1980. A letter of appointment or office order was produced on behalf of the workmen then dated the 17th May, 1979 and it was sought to be enquired of Chatterjee whether that establishes that the appointment date of 7th February, 1980 is wrong. A reference was also made to the agreement between the union and the management in this connection. Chatterjee is also asked about the circumstance it and what bonus was paid to Ali Mohammed in 1978 December and 1979 December and seeks to establish that the date of appointment of 7th of February 1980 of Ali Mohammed was erroneous. I do not think such questions could have been asked without knowledge or active participation of the workmen in the enquiry.

45. A further question was also put in connection with the papers received from the employment exchange officer and it was said that such letters from the Employment Exchange Officer can not be recognised unless all the relevant material and papers in the Employment Exchange is produced before the Enquiry Officer. In answer it was stated that the Employment Exchange Officer and the Employment Exchange Office is not subordinate and under the control of the management and therefore, they can not be produced, but the letter received from them is being produced. Thereafter no further questioning of Chatterjee came to be made.

46. The Project Officer Barve, made a long statement relating to the interview and the subsequent preliminary enquiry made by him and what appeared to have taken place. A question was asked to him as to whether when he made these enquiries in the colliery, whether he had come across two names Ali Mohammed and Wali Mohammed or only one name. Barve answered that only one name Ali Mohammed appeared to have been recorded on 7th February, 1980. However, in March, 1982, it appears that employment was given to Wali Mohammed when the person selected for interview was Ali Mohammed. Barve is also questioned whether Wali Mohammed had appeared for interview, whether he also presented himself for medical examination. Barve even then stated that he did not know any person Ali Mohammed, working in the Rajur Colliery, even by face. On the 16th March, 1981, one person appeared for interview, giving his name as Ali Mohammed. S/o. Lal Mohammed with an interview letter and employment exchange card. It was his guess and thinking that it was Wali Mohammed who appeared for the interview,

posing himself as Ali Mohammed. Barve is also questioned whether he could produce documents from the Employment Exchange on which Ali Mohammed has signed or put his thumb impression ('Dastakat'). Barve denied that Employment Exchange Officer can not send this record to this enquiry, but has written a letter which was produced.

47. A significant question similarly was asked to Dr. Munjee, who gave evidence as to whether between Ali Mohammed and Wali Mohammed whom he examined. Dr. Munjee stated that he examined that person on whose photograph he has written and that before him, Wali Mohammed appeared with a photograph for examination. Though these three persons were subjected to cross-examination, no questions were put to Khond, a clerk in the Personnel Department. It is true that the cross-examination is not exhaustive, but as to what questions should be asked is for the person asking the question. The principal contention in the present case is that the enquiry was never held at all and nothing took place by way of making statements or questions and answers and cross-examination, but that it was a farce and Mr. Jahagirdar indulged in writing something for 5-6 hours and took the signatures of the two workmen and Chhedu. I am unable to accept this contention on the basis of the material produced before me and to which I have made a reference. I am unable to hold that there was no enquiry at all or that in fact the enquiry was a farce, or that the workmen were pressurised or coerced to sign at various places on the enquiry papers alongwith one Chhedhu.

48. Consistent with the stand, Ali Mohammed made a statement and also stated that he has been working in the Rajur Colliery since 1978. Cross-examination of both Ali Mohammed and Wali Mohammed by the management representative is also short. But one of the answers which Wali Mohammed made and which is obviously false, as he has given a contrary answer before me is that the two brothers Ali Mohammed and Wali Mohammed stay separately. He has explained as to how he went to the medical examination when he stated that he did not read his name on the notice board. Wali Mohammed during the course of this enquiry and reference has taken a stand that he is an unlettered person and does not know how to read and write. He was further questioned as to how, when the notice board showed the name of Ali Mohammed, he went for the medical examination. Wali Mohammed has answered that he went to the medical examination as the employment exchange card which he had and the letter which he had received tallied, and therefore though the name Ali Mohammed was written, he appeared for the medical examination. It is not possible on a consideration of this material to come to the conclusion that the enquiry was nothing, but a farce, and not a reality and false. It must, therefore be held that an enquiry was held in which the workmen participated and on their behalf the representation was by Chhedhu who participated. Consequently, since there is no other defect alleged or pointed out in the enquiry and no failure established in following the rules of natural justice, the enquiry must be held to be fair and proper.

49. Adverting now to the documentary evidence which was produced before the enquiry which subsequently came to be produced before me consists of employment exchange card, which has been given exhibit M-8, the interview letter, Exhibit M-9 and letter from the District Employment Officer, which was marked Exhibit-M-5. There is no dispute and it is common ground that the letter for interview was addressed to Ali Mohammed. That letter was retained by the management and produced at the enquiry. It is also not the case that this letter was handed back to the employee. The letter seems to have been delivered or posted on 12th March, 1981, addressed to Ali Mohammed Lal of Rajur Colliery. It bears employment exchange registration number as 27947. It is dated 7th March, 1981 and also bears 'Dandhevaricha Kramank-450950.

50. The most important documents in this case are two, the employment exchange card and the letter from the Employment Exchange Officer. The District Employment Officer's letter clearly says two things. Firstly, that employment exchange registration card No. 27947 had been issued to Ali Mohammed who had obtained registration,



according to the employment exchange records, and that what is more important is, that no person by name Wali Mohammed has been registered under that number. The letter also says that there has been tampering with the card and that Ali Mohammed had registered his name with the Employment Exchange in 1978 and that no person by name Wali Mohammed was issued an interview letter.

51. The circumstance that the employment exchange card is tampered with and forged to read as Wali Mohammed is clearly apparent from the document itself. Even to the naked eye, a writing is visible which appears to have been attempted to be erased below the letters 'अ' or 'ब'. There has been an attempt to erase the original letter 'अ' and substitute it by letter 'ब'. The remnants of letter

spreading of the ink at places while writing 'ब' the crowding of the letter 'ब' particularly in the vertical staff position indicates that letter 'ब' is an interpolation substituted in place of अ. If the documents were to be subjected to a close careful examination. As I said, it is visible to the naked eye and clear under a magnifying glass. Employment Exchange card, therefore, falsified the story of the two workmen and supports the final official communication of the District Employment Officer. There is, besides no evidence to show as alleged that Wali Mohammed had registered himself and obtained an employment exchange card from the employment exchange office in the year 1978 and that the card issued to him bore the registration No. 27947. Had it been that the registration was in the name of Wali Mohammed against No. 27947, there is no reason why the interview letter should have been issued in the name of Ali Mohammed. The employees have neither produced or called for any evidence from the employment exchange office showing registration in the name of Wali Mohammed at any time.

52. It is significant that the interview was to be on the 16th March. That letter seems to have been received on 12th March. Had Wali Mohammed registered himself with the Employment Exchange and not Ali Mohammed, then it is reasonable that Wali Mohammed would go to Yavatmal Employment Exchange and get the interview letter changed to read as Wali Mohammed and not Ali Mohammed. It may be mentioned that the case of the workman is that his name was Wali Mohammed and not Wali Mohammed. The employment exchange card even as changed read as Wali Mohammed and not as Wali Mohammed. His failure to take any step to get the interview letter corrected, the employment exchange card corrected and also further even after one year when the name Ali Mohammed alone appeared in the list for medical examination to get it corrected is eloquent and tell-tale. If as contended by him, he presented himself as Wali Mohammed at the time of the interview, presented the interview letter in the name of Ali Mohammed and the interview committee was satisfied with his explanation, there was no reason why the interview committee could have continued to carry on the mistake in the selection list as Ali Mohammed and not Wali Mohammed. On the other hand, evidence of Chatterji supports the case of the management that the person selected was Ali Mohammed, particularly in order to regularise his appointment. He stated (freely translated) "the selection committee with a view bring Ali Mohammed from non-sponsored state to sponsored state and looking to his experience selected him." He had also categorically state that Ali Mohammed appeared before the Committee for interview. It is significant that Chatterji was not asked the question as to whether he knew Ali Mohammed by face and also by name prior to the date of interview, i.e. 16th March, 1981. Such a question was asked to Barve. Had it been that Chatterji did not know Ali Mohammed earlier to the date of interview, he would have been asked such a question. Non-questioning on this point is consistent with the employees case that it was Ali Mohammed who appeared for the interview and got selected. This is due to the fact that parties were fully aware of the fact that Chatterji knew Ali Mohammed, and not on account of incompetency in the matter of cross-examination on the part of Chhedhu.

53. Documentary evidence itself also materially supports the oral evidence given by Chatterji, Barve and Dr. Munje as to what happened at the time of interview and later at the time of

medical examination and subsequent appointment order. That to my mind is good and acceptable evidence and on the basis of what was produced before the enquiry officer, he came to the conclusion that there was impersonation, misrepresentation, tampering and forgery of the employment exchange card and therefore dishonesty in getting by dishonest means appointment of Wali Mohammed. That conclusion was clearly permissible and reasonable which any reasonable prudent and rational person could have reached. The evidence clearly indicates that at the stage of interview, Ali Mohammed appeared and got himself selected on the basis of the interview letter, his past performance and status and the employment exchange card which stood in his name and had the identical registration number. The fraudulent or dishonest intention came later to the fore. Nearly a year passed between selection and notice for appearance for medical test. Ali Mohammed had till then more than a years service behind him. The plan to exploit the situation it is likely was hatched then. With an intention to utilise and exploit the slight difference in the name, the employment exchange card, which was retained by the workman was tampered to read as Wali Mohammed with a view to secure employment to Wali Mohammed and then with the help of the employment exchange card persuade the gullible officers to make the change, and not seriously question the position that the list showed the name of a person by name Ali Mohammed and not Wali Mohammed. This plan was unwittingly assisted by the two officials accepting what was stated without question and not instituting any inquiry. If these two persons had at the appropriate stage enquired into the discrepancy, probably the design would have been exposed. But in that case, there would have been no further occasion for holding of an enquiry. Since they succeeded in putting off any enquiry by these two persons and taking certain things for granted enabled the two workmen to secure employment for Wali Mohammed. This conclusion is fortified further by the evidence which has come up before me during the hearing of the reference itself, when evidence was led on merits by the parties.

54. In the view which I have taken therefore, with regard to the enquiry, that the workmen had participated therein, that it has not been shown that there was any deviation from or and failure to follow the principles of natural justice, as held by the Supreme Court in its third principle extracted above, the question of "considering the evidence on merits no longer survives." The occasion to do so, as has been stipulated there itself, and the jurisdiction to do so arises only where the Tribunal comes to the conclusion that enquiry has not been held properly. The findings in the enquiry, therefore in the circumstances would become prima facie evidence and proof of the misconduct. Such evidence can be allowed, as has been pointed out in that case also, on the ground that the findings are perverse in the sense these findings are based on evidence which is not legally admissible, or that on the basis of the evidence adduced before the enquiry officer, no reasonable man can come to the conclusion arrived at by the enquiry officer regarding the misconduct. Apart from the circumstance that it is not the case of the union or the learned counsel at any stage that the findings are perverse, it is not possible to hold and find that the findings are perverse. It is no doubt alleged that the findings are perverse on the reason alleged therein that there was no enquiry at all. I have already pointed out and shown that there was evidence led before the enquiry officer which legitimately led to the conclusion that the employment exchange card was tampered with, forged and altered to read the name of Wali Mohammed instead of Ali Mohammed. The evidence also disclosed that the registration and the employment exchange card was in the name of Ali Mohammed alone. The evidence also disclosed that it was Ali Mohammed who was sent a letter of interview. It is an admitted position that it is Wali Mohammed who appeared for Medical examination, when the list of selected candidates also disclosed the name of Ali Mohammed only. Before the enquiry officer, there was evidence of Mr. Chatterji to the effect that Ali Mohammed had appeared for the interview and was actually selected for the reasons to which I have made a reference above. In the circumstances, if the enquiry officer came to the conclusion that the two workmen have conspired and cheated and forged and took undue advantage dishonestly of the forged documents, to secure employment for Wali Mohammed, the finding can not be treated as perverse. It was supported by good and acceptable evidence. The conclusion can not be said as one which no reasonable man would

have arrived at. In the circumstance that the two brothers were staying together, the interview letter was addressed to Ali Mohammed and the card was issued by the Employment Exchange in favour of Ali Mohammed only and there is no evidence of Wali Mohammed having ever registered with the employment exchange an inference that the two brothers with a common dishonest intention perpetrated the fraud upon the employers can be easily and clearly concluded. It has, therefore, to be held that the findings were also such as would have been arrived at by any reasonable person and that they were supported and based upon legal and acceptable evidence.

55. This would really conclude the reference and put an end to it. However, since evidence has been led and in order that the matter should be finally disposed off, I will also deal with the evidence led before me on merits and record my findings on the question whether on the basis of that evidence adduced, the alleged misconduct against these two workmen, namely, dishonesty in connection with the employer's business is made out or otherwise.

56. In this connection, it is necessary to refer to some of the antecedents and circumstances in which the orders dated 4th March, 1985 and 25th March, 1985 came to be passed. When after the evidence on the preliminary question relating to the enquiry was led and the matter was posted for arguments on the 4th March, 1985, the learned counsel for the employer, Mr. Nair submitted that without prejudice to his contention that the enquiry was fair and proper and not violative of the principles of natural justice, the management wanted to lead evidence on merits. The matter was heard and the right to do so was strenuously opposed on behalf of the workmen, by the learned counsel, Shri Gangal. It was at that stage that it was pointed out to him that the management on the basis of the principles extracted above, and settled by the Supreme Court in its decision in the case of Delhi Cloth Mills (Supra) can "simultaneously adduce evidence before the Tribunal without prejudice to its plea that the enquiry was proper." Then the management was permitted to lead evidence on merits also. An order passed on the 4th March, 1985 recorded this as also the circumstance that for the workmen, it was objected and insisted that the preliminary point should alone be decided first. Having been satisfied that such a course was open, evidence of the management was directed to be received and the matter was adjourned to 25th March, 1985.

57. It was at that stage on 25th March, that some of the questions which subsequently cropped up in this case arose. Before, however, dealing with them, it would be convenient to refer to the proviso to S. 11A of the Industrial Disputes Act. That section is as follows :—

"Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication, and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any as it thinks fit, or give such other relief to the workmen including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require."

"Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter."

58. The proviso to the Section was relied upon and it was urged that the management when it sought to adduce the evidence of witness Gajbe employment exchange officer that it could not be done as that amounted to fresh evidence. In view of the proviso, it was contended for the workmen that the proviso precludes the Tribunal from taking "any fresh evidence" in relation to the matter. Therefore, it was urged that evidence of Gajbe, who had not been examined before the enquiry officer would be fresh evidence in terms of the section and should not be allowed. The management at that

stage, though had put witness Gajbe in the witness box, decided to withdraw the witness from the witness box. It then proceeded to examine its witness, Barve. It was when Mr. Barve was in the witness box that a document, which was not produced in the court earlier or before the inquiry officer was sought to be shown to the witness. The learned counsel who appeared for the workmen and earlier resisted and objected to the evidence of Gajbe being recorded, contended that he has a right to adduce additional or fresh evidence. This sequence of events and history was recorded by me in an oral order passed on the 1st of May, 1985, in the presence of the learned counsels for both sides. In para-1, I have set out and referred to the circumstance that the "management did not make any request for leading any additional evidence initially." What happened was that a witness was sought to be put in the witness box on behalf of the management, when a question arose as to whether that witness was examined during the enquiry proceeding as the record did not indicate his name. As a question arose as to the application of proviso to S. 11A and right to lead any fresh or additional evidence, the management withdrew the witness and no question arose of rejecting any request of the management to lead additional evidence.

59. In paragraph 2 of the same order, it is pointed out that when the management's witness, Mr. Barve was in the witness box, a document which was not produced earlier before the enquiry officer was sought to be shown to the witness. This document was admittedly not produced during the enquiry as stated by the counsel. Contrary to his earlier stand, the learned counsel took up the stand that he has a right to lead additional or fresh evidence. It is in these circumstances that an order came to be passed on 25th March, 1985, which left the door open and deferred the decision on the question to a later stage. The order dated 25th, again passed in the presence of the learned counsel said "admittedly, the document was not produced before the enquiry. If this document is allowed, it is quite clear that the other side, would be entitled to lead fresh evidence, which was said to be barred under the proviso to S. 11A. The proviso operates as a bar to both the workmen as well as the employer. The workmen, however, in this case are seeking to adduce evidence. I am allowing the document which is produced at this stage, subject of course also to the right of the employer to produce additional evidence, but the question whether this document as well as the evidence which may be adduced by the employer in due course will be separately dealt with and according to that decision, this evidence will be either considered or rejected." Thus, both the employees as well as the employer were allowed to lead fresh evidence and prove the misconduct, and the decision of the question whether that evidence can be considered and allowed as additional evidence was deferred.

60. This position was also further made clear in the order which was passed on the 1st of May, 1985, also in the presence of the parties while disposing off three application filed by the workmen. It was then stated that "the order passed was clear and it is not the function of the Court to advise the parties as to the extent of the evidence which they should lead. The nature and quantum of the evidence and its extent is a matter which is entirely within the free will of the parties. It is only such evidence which is relevant which will be admitted and that which is irrelevant would not be admitted. It is for the parties, therefore, to decide what additional evidence they would lead as they have been allowed to lead evidence, and not for the court to indicate the extent of that evidence. The order relating to the matter of additional evidence has left it entirely at large, so that the parties can read and urge that with reference to the law on the point at a later stage. If such evidence is permitted in law and can be considered, it will be considered, and if it is not permitted in law, it will not be considered." This order, therefore, made it quite clear that both the workmen as well as the employer were allowed to lead evidence, whether led before the inquiry officer or not and the question whether such evidence can be considered, and is allowed to be considered in view of the wording of the proviso to S. 11A was deferred for decision to a later stage. The matter, therefore, with regard to additional evidence was made clear to the parties by the orders passed referred to above, on the 25th March, 1985 and on the 1st of May, 1985. It is against this back ground and in this context,



the future course of the evidence and evidence adduced subsequently has to be considered.

61. In this behalf, we may at first consider the scope of the expression "fresh evidence in relation to the matter" and as to what is meant by the words "fresh evidence". I have already extracted the provisions of S. 11A of the Industrial Disputes Act. That section above raises some kind of restriction in the matter of leading evidence about the misconduct before the Tribunal. Otherwise, there is no section, which prescribes a limitation in the matter of leading evidence. Section 11A was added by the amendment Act 45 of 1971 and thereafter left for interpretation before the Supreme Court, particularly with regard to the ambit of the proviso. As stated above, the proviso, stated that in respect of proceedings relating to dismissal of a workman, when referred to an industrial Tribunal, the Tribunal should rely only upon the materials on record and shall not take "any fresh evidence in relation to the matter."

62. The matter came up for decision of the point in the case of workmen of Firestone Tyre and Rubber Co. of India (Pvt.) Ltd. versus the management and others, reported in 1973 1 LLJ (p. 278). The relevant portion of the judgement may be extracted. "From the wording of the proviso, he wants us to infer that the right of an employer to adduce evidence for the first time has been taken away, as the Tribunal is obliged to confine its scrutiny only to the materials available at the domestic enquiry.....The expression "materials on record" occurring in the proviso, in our opinion, can not be confined only to the materials which were available at the domestic enquiry. On the other hand, the "materials on record" in the proviso must be held to refer to materials on record before the Tribunal, proceedings before it and may also include "evidence placed before the Tribunal for the first time in support of the action taken by the employer as well as the evidence adduced by the workmen contra." It is an accepted position that just as the employer has a right to adduce evidence and its further evidence, in addition to the one which is already led before the Enquiry Officer and before the Tribunal, the workmen also have a similar right to lead evidence for the establishment of the contra. This can also be clearly said to have been laid down, if we consider paragraph 46 of the judgement on the aforesaid subject matter. This position is available to the employer not only in the case where no enquiry has been held at all, but also in a case where an enquiry has been held. It can be availed of by the management also and alternatively, where it relies upon the enquiry and simultaneously leads evidence, justifying its action. In the principles which have been enumerated and set out in Delhi Cloth Mills case referred above, the 5th principle sets out that the "management has got a right to attempt to sustain its order by adducing independent evidence before the Tribunal." It follows that the workmen will have a similar right in defence and to establish that no misconduct has been committed.

63. It will thus be seen and so far as I am aware there is no further or other decision, taking a view contrary to the above decision of the Supreme Court that the management can lead evidence which has not been led before the enquiry officer to establish the misconduct alleged to be committed by the workmen. Such evidence would fall for consideration, where there has been no enquiry, or the enquiry has been found defective. It would not fall for consideration and can not be considered by the Tribunal for want of jurisdiction where the management relies upon the enquiry and the enquiry has been held to be fair and proper. As pointed out above, the management is entitled to rely upon the enquiry and also simultaneously adduce such further evidence. Therefore, where the matter as to whether the enquiry was fair and proper, is legal and/or valid, if it is not adjudicated, all such evidence which the employer wants to lead and the employee may lead in support and denial of such misconduct is entitled to be received. Such evidence would be considered and would form the basis for any conclusion, only in a case where the enquiry held is found to be defective. I have not dealt with any other cases which have been considered by the Supreme Court in the aforesaid two decisions, as they do not fall for consideration in the present case. Here we are only concerned with the question where the management relies upon the enquiry

and also at the same time and simultaneously seeks to adduce evidence justifying the action.

64. I have already pointed out what action the management took in the matter. In that case and view the management was entitled in case the inquiry for any reason was to be held defective to rely not only upon the report of the inquiry officer. The documents produced before him as also the evidence led before him but also evidence led before me oral and documentary. The management relied therefore also upon the evidence of Gajbe and employment exchange records produced before me. It did not examine Chatterji before me who was examined before the inquiry officer. Chatterji's evidence nevertheless was still available to it in view of what has been extracted by me above from the head-note and paragraph 46 of the judgement in Firestone Tyre & Rubber Co. of India (Pvt.) Ltd. [1973 1 LLJ (p. 278)].

65. As against this, the workmen examined only one of them, so far as merits were concerned and that is Wali Mohammed. This matter was fixed for hearing after the orders passed on the various applications on 1st May, 1985 and at Bombay on 16th May. It was then adjourned to 22nd May. On the 22nd May, an order was passed saying that for the reasons stated therein, the matter can not be fixed in June, but the next date would be informed to the parties, "on the understanding that there will be no further adjournment. If union wants to lead evidence it should keep its evidence ready." At that time, it was indicated that notices would be issued sometime after 10th of June.

66. In the meantime, workmen had approached, it appears the High Court under Art. 227 and the record and the proceedings of this reference was called by the High Court. I am being informed that the petition was withdrawn and on personal of the record, not being required thereafter from the High Court, notices were issued on the 19th of June for hearing to the parties on 10th of July. On the 10th of July, however again two more applications were filed by the learned counsel on behalf of the workmen. The first of these applications gave a number of grounds seeking adjournment. A telegram was also received from the General Secretary stating that he had met with a car accident. The accident, however, had taken place on the 8th of June, 1985 and as stated in the application itself, the General Secretary of the union was being treated as an out-door patient. Notices were issued on the 19th of June and they were found served on the 24th of June on the parties. The other reason mentioned was that on account of illness of General Secretary, witnesses could not be kept present and that two other persons Chhedhu and Ali Mohammed were ill. Another reason adduced was that a notice of motion in Writ Petition 998 of 1985 is also pending before the High Court. By an order passed on that date, that application was rejected. An opportunity was also given to the workmen to produce their witnesses, if any on 12th July. They were however not prepared to produce the witnesses. The order passed in this matter on the 12th July 1985 was passed in the presence of the learned counsel for the workmen. Concerned workman was also present. The ground of illness with regard to the other workmen and witness Chhedhu was not supported by any certificate and as the workman was not prepared to produce his evidence on the 12th July also, the application came to be rejected. The learned counsel then proceeded to examine Wali Mohammed who was present after another application for further adjournment by 4 weeks was rejected. It was pointed out that as the evidence was being led, the plea that there were no instructions could not be sustained validly. However, considering the application of the learned counsel of 12th July seeking for adjournment and an opportunity to produce witnesses, the matter was adjourned to 15th of July, 1985, so that the other workman, Ali Mohammed could remain present, as also witnesses on behalf of the workman.

67. On the 15th of July, again, a telegram was sent that the workman Ali Mohammed was suffering from fever and dysentery. The other workman, Wali Mohammed did not appear at all. No certificate was also produced, though its absence was pointed out in the order passed on the 10th July. Ali Mohammed was said to be suffering from fever since about 10 days prior to 10th of July. Even then, no certificate was produced.

68. On the 15th again, another application was filed by the learned counsel for adjournment once again saying that there were no instructions and the union secretary was

unable to give instructions. Same grounds as regards the presence of witnesses, which were made on the 10th were repeated and it was for the first time stated that there are four to five other witnesses whose employment exchange cards were produced to tender this evidence on behalf of the union "but due to inability of the General Secretary of the union to arrange the evidence, that evidence is also not produced." At no stage, it was ever suggested earlier that these witnesses were to be examined on behalf of the workmen or the reasons for their absence. An additional ground was made out that the order passed in Writ Petition No. 998 of 1985 is being challenged before an appellate bench of the High Court.

69. The application came to be rejected by the order passed thereon, and the learned counsel for the workmen was asked to proceed with arguments. He however refused to argue. The learned counsel however, sat through the arguments advanced by the counsel for the employer Mr. Nair. It is in these circumstances, that besides the workman Wali Mohammed, no evidence has been adduced by the workman. In view of the undertaking and understanding that no further adjournment shall be sought, the employees who have been continuously protracting this matter from the month of May, the workmen had really no excuse or justification for further adjournments. The object seems to be more of protraction of the proceedings than any intention to adduce any evidence. The nature of the evidence indicated also was nothing other than the workmen Ali Mohammed and their representative who represented their case before the enquiry officer. The suggestion of examining other witness whose employment exchange cards were produced appears to be an afterthought, apart from their evidence being wholly redundant.

70. The consideration of the matter on merits, would therefore be only on the assumption of the position that the enquiry was not fair and proper or that the findings of the enquiry officer were perverse for any reason whatsoever. I have already pointed out what other evidence was led by the parties. I shall firstly refer to the documentary evidence in that behalf. On 25th March, 1985 an office order dated 17th May 1979 was produced. At Sl. No. 11 in that order is one Ali Mohammed. The order says that the listed persons whose services were terminated were being appointed "freshly as casual wagon loaders temporarily on and from 16th May, 1979". It says further that "all of them will be on wagon loading pool, and their services shall be on purely casual nature". A contention was sought to be raised during the trial that Ali Mohammed having completed 240 days above ground or 190 days below ground, must be deemed to be a permanent worker in 1980 itself. This was sought to be established by means of the above office order produced alongwith it.

71. Now it is obvious that by itself this document will not say that the employee had become a permanent employee and had put in 240 days above ground or 190 days below ground. The evidence of the management on the other hand is that employee, Ali Mohammed began his employment on 7th February, 1980, as per entries in B register. That is the evidence of Chatterjee and no contrary extract of the B Register is produced. The employees also sought to produce, during the evidence of the Employment Officer, Gajbe, a set of employment exchange cards issued in 1984 and 1985 in the names of various persons. Production of these documents, of course, was not allowed as being irrelevant. Certain questions of general nature, however, were allowed with reference to these documents to be put to Shri Gajbe. When I shall come to the oral evidence of Shri Gajbe, I shall have occasion to refer to them. Besides these documents, no other documentary evidence has been produced, which was not produced during the enquiry.

7. I shall briefly refer to the evidence of Mr. Barve and Dr. Munje. Their evidence had already been recorded by the Enquiry Officer. I shall only deal with the salient points of the evidence of these two witnesses. Mr. Barve was the Chairman of the selection Committee. He explained the procedure of the interview and as to what ensued. He stated "the person presenting with interview letter and the card was to give it to the clerk who checks it with the names and number given in the employment exchange in the list which the employment exchange sends directly to us. Once it tallies, the candidates is called in, put some questions, made

to undergo a physical test of load lifting and depending upon his performance selected or otherwise." This appeared in the cross-examination. The witness was not asked whether the person who appeared with interview letter before him on 16th of March had told him that his name was Wali Mohammed and not Ali Mohammed, and that his employment exchange registration number tallied with that on the interview letter. His more important reply, however, is to the effect that he himself was checking with the employment exchange list, the interview letter as well as the employment exchange card. He retained the interview letter with him and returned the card to the candidate. The witness categorically denied the suggestion and said "that the employment exchange card presented to me was of Wali Mohammed and not Ali Mohammed. If that was no, he would not have been interview."

73. It is clear therefore that had the Employment Exchange card bore the name of Wali Mohammed and had been presented to Mr. Barve, the candidate would not have been interviewed at all, as it is quite clear that the list which was directly received from the employment Exchange carried the name of Ali Mohammed, as also the interview letter. As Barve has stated, he checked the employment exchange list and the interview letter. Therefore, if there was any discrepancy, then he would have immediately noticed it. The two had to tally and correspond with the employment exchange card. If any one of them is not accordance with any one or the other, it would mean that the candidate would not be interviewed. It is, therefore, quite clear that the person whosoever come for the interview, had presented the employment exchange card standing in the name of Ali Mohammed as also the interview letter in the name of Ali Mohammed. It follows that if such a person were to come and say that he was not Ali Mohammed and his name was Wali Mohammed then there was no possibility of his being interviewed.

74. Wali Mohammed in his evidence attempted to say, and I have no hesitation in thinking that was a false statement, that he had told the interview committee that his name was Wali Mohammed, when he presented the interview letter in the name of Ali Mohammed and that he also presented the employment exchange card standing in the name of Wali Mohammed and that the committee did not raise any objection, but asked him to go, and was later asked to appear the medical examination. This story of Wali Mohammed is not possible to be accepted in view of what has been stated by Mr. Barve and the failure on the part of the workmen to suggest to Shri Barve that the person who appeared for the interview told him that his name was Wali Mohammed and that no further questions were asked by the interview committee and he was asked to go.

75. witness Barve frankly stated that he did not know Ali Mohammed, nor would he be able to identify who was the person who appeared before him with the interview letter. The sending of the list of names and persons by the employment exchange directly to the employer is obviously to ensure against any malpractice in transit or changes in the names in the list. As I shall presently point out, the employment exchange office evidence is that no person by name Wali Mohammed was registered with it at the relevant time. That against the registration number which is material in the present case one Ali Mohammed was registered as an unemployed person. It was this person having this registration number card issued in that name and with that number was sent the interview letter and no other. Barve has also categorically stated that his enquiry at the time of the issuing of the charge-sheet or preliminary enquiry revealed that Ali Mohammed was not made permanent.

76. Dr. Munje's evidence clearly shows that the person selected was Ali Mohammed. It further corroborates the evidence of Barve. There is no dispute and it is common ground that the list of persons to be medically examined had the name Ali Mohammed only. That establishes, that the person selected was Ali Mohammed. Had it been a fact that before the interview committee one Wali Mohammed appeared and stated that it was he who had the registered number as well as the employment exchange card, the interview letter was in the name of Ali Mohammed, the interview committee, as stated by Barve, would not have interviewed him. Further, it would not have also selected him and even if such a selection were to take place and accept-

ing of Wali Mohammed as a candidate takes place, necessary correction would have been made in the list for medical examination. All this evidence, therefore, goes to support the management's case. It was, at the stage of medical examination that the plot seems to have been put through. Photographs were not required to be produced before the interview committee. It was not even suggested to Barve that photographs were required to be produced or asked for. On the other hand, Wali Mohammed's story is that he went with his photographs to the interview committee. At the medical examination, on the other hand, photographs were needed, on the back of which the doctor was to write the name and sign. It is here that Dr. Munje seems to have been persuaded by Wali Mohammed, who admittedly appeared for the medical examination, to think that the name Ali Mohammed in the list was a mistake in writing or otherwise. He does not appear to have taken a close look at the employment exchange card and going by appearance without checking the registration number, came to the conclusion that there was a mistake and the selected person's real name was Wali Mohammed. This superficial scrutiny for want of adequate care on the part of Dr. Munje led to further deceit. He accepted the statement for its face value and desisted from making any further enquiries. Apparently, he refused to be put on guard and erroneously accepted and preferred the word of the person who appeared before him in preference to the medical examinees list he had received. This made the trickery possible.

77. Once having succeeded in obtaining clearance from the medical officer, the task in personnel department was rendered easier. The personnel department clerk also did not bother any further. No suspicions were raised and no further enquiries made. This would have remained as it was, and deceit would not have been exposed, but for someone writing to the Manager to expose the mischief. It is that which led to the making of the enquiry into the matter and subsequently charge-sheeting the workmen.

78. The only other evidence which was not led before the enquiry officer and led before me was that of Gaibe and the extracts which he had produced. He has produced an extract of the list of applicants sponsored for this interview. That again shows that at Sl. No. 83, the person sponsored was Ali Mohammed. He has also produced two other extracts, one of the registration and the other of renewal. The first extract of registration goes to show that at Sl. No. 27947, one Ali Mohammed Lal was registered as an unemployed person and the said Ali Mohammed has renewed his registration 26th February, 1979 and 4th February, 1980 as per the second extract.

79. Witness Gaibe was asked in cross-examination about the so-called registration by Wali Mohammed, to which he said "I do not know any Wali Mohammed. There is no application for registration of Wali Mohammed in 1978. It is not correct to say that because of the indiscipline and want of procedure in the office, instead of Wali Mohammed, the name of Ali Mohammed was entered in the employment register". The total departure from the suggestions and the evidence of Wali Mohammed shows that it is the position case of Wali Mohammed that it was he who had obtained registration and his name was registered as such in 1978. It is not possible to accept such a theory that on account of indiscipline and for want of procedure, a person who came up for registration by name Wali Mohammed was registered under a changed name and written differently as Ali Mohammed. It is not also possible to imagine, and in the ordinary course of circumstances it would not have happened that the renewal of registration on two occasions in February, 1979 and February, 1980 would also again be in the name of Wali Mohammed and not Ali Mohammed. Witness Gaibe was subjected to cross-examination, which had to be kept in check, as it tended to cover various irrelevant matters, including an attempt to show that the conditions in the employment exchange offices were anarchic. Nothing was realised or gained from such cross-examination and nothing was brought out in his evidence to hold that the employment exchange record showing the registration and the person against that registration number was different than Ali Mohammed. Gaibe clearly stated that "one Ali Mohammed was registered and was sponsored at Sl. No. 83—His serial number was noted there itself". He also stated that "Ali Mohammed's registration in 1979 was through post". He

answered another question saying that "I say from the record that it was Ali Mohammed who was registered with the employment exchange. I can not say anything else in that behalf".

80. All this documentary and oral evidence clearly goes to show, and I have no hesitation in concluding, that it was Ali Mohammed only who had registered himself with the employment exchange. He was given registration No. 27947 and a card bearing the number and it was he who was sponsored at Sl. No. 83 and included in the list of candidates to be interviewed by the Rajur Colliery on 16th March, 1981. No call in the name of Wali Mohammed was issued nor was Wali Mohammed registered as an unemployed person in the employment exchange.

81. On the basis of the evidence of Chatterjee during the enquiry and the evidence of Barve, both during the enquiry and before me, I am also inclined to conclude that at the time of the interview, Ali Mohammed appeared with his card standing in his name and the interview letter. He was selected as Chatterjee says to give him a status of a regular employment exchange sponsored employee, as he was working temporarily and as a casual wagon loader. That it seems to be thereafter that an attempt to forge and tamper with the employment exchange card was made. That alone explains the reason why the name of Ali Mohammed appeared in the selected list. It was really Ali Mohammed who was selected. Against the name of Ali Mohammed, Wali Mohammed offered himself for medical examination, used a forged document namely the employment exchange card which was forged in the meantime and in the process succeeded in misrepresenting and cheating the medical officer in believing that the selection was of Wali Mohammed and not Ali Mohammed, so that he issued a certificate of fitness to Wali Mohammed. It was on the basis of this fitness certificate, that Wali Mohammed succeeded with the connivance and active assistance of Ali Mohammed in securing his employment. The two brothers, therefore fraudulently and deceptively, by means of misrepresentation fraudulent use of documents, altering them procured employment for Wali Mohammed, and thereby committed dishonesty in connection with the business of the colliery. The misconduct therefore with which they were charged is fully proved against them. They were therefore, properly held guilty, and must be held guilty of the misconduct with which they were charged.

82. A certain number of contentions were raised on behalf of the employees with regard to the charge with regard to which, it is necessary to refer and deal with in this context. These contentions relate to the self same defines which were raised for contending that the enquiry held against the workmen was not fair and proper and was violative of the principles of natural justice. The same however, can not be urged and stated or made as a ground when the matter came before the Tribunal, as a reference, and the employer sought to establish the misconduct. The employees were now assisted by a counsel and a contention that the charge was vague, can not be sustained. In the circumstances, many of the contentions raised against the enquiry could not be properly raised and were not raised when the matter came to the consideration and merits of the misconduct alleged. It is therefore, not necessary to examine these contentions closely. Before concluding, however, I shall briefly refer to some of the decisions which were referred.

83. In Tata Engineering and Locomotive Company Ltd., and Prasad (SC) and another (1969-II-LJI-p.799), the non-production of the preliminary enquiry report 'to as certain as to whether disciplinary action should be launched or not' was held not to vitiate the enquiry proceedings.

84. In Dunlop Rubber Company (India) Ltd. and their workmen (1965-II-LJI-p. 426), the charge-sheet was alleged to be vague. The court, however, found that where the workmen have understood the charge and the enquiry, the inquiry was in no way affected.

85. In Northern Railway Co-operative Credit Society Ltd., and Industrial Tribunal, Jaipur, and another (1967-II-LJI-p. 46), the court found that of the charge made, excepting charge-2, the other charges were very vague and it was difficult for the employee to reply to them. They were in general terms and it was therefore, found that the employee was justified in contending that the charges were vague so

that he could not make an answer to them. As I have pointed out, such is not the plea in the present case, much less than could it be made, where in a reference in which the misconduct itself was sought to be proved. Besides the charge did not suffer from vagueness as the material allegations of fact were clearly stated.

86. In the view which I have taken, the reference must be answered in favour of the management and against the workmen. It must be held that the action of dispensing the service of Ali Mohammed and Wali Mohammed by the management of Rajur Collieries is fully justified and the workmen are not entitled to any relief.

87. The conduct and the action of the workmen discloses that certain offences have been committed by the two delinquent workmen. It would have been perfectly permissible to proceed against them in a criminal court and even to direct their prosecution. I would however leave the matter at that and leave it to the parties to take any action if they so choose.

R. D. TULPUL, Presiding Officer

[No. L-22012(145)/83-D.III(B)(D.V)]

R. K. GUPTA, Desk Officer

नई दिल्ली, 24 अक्टूबर, 1985

का. आ. 5077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंगरेनी कोलरीज कंपनी लिमिटेड, बेलम्पल्ली के प्रबंधकों से संबंधित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 अक्टूबर, 1985 को प्राप्त हुआ था।

New Delhi, the 24th October, 1985

S.O. 5077.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute the employers in relation to the management of Singareni Collieries Company Limited, Bellampalli and their workmen, which was received by the Central Government on the 8th October, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)  
AT HYDERABAD.

PRESENT :—Sri J. Venugopala Rao, Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 110 OF 1984.

BETWEEN

The Workmen of Singareni Collieries Company Limited,  
Bellampalli, Adilabad District.

AND

The Management of Singareni Collieries Company Limited,  
Bellampalli, Adilabad District (A.P.)

APPEARANCE : Sarvasri V. Jagannadha Rao, V. Venkata Raman and V. Srinivas, Advocates for the Workmen.

K. Srinivasa Murthy, H. K. Saigal and Kumari G. Sudha, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/54/84-D. III (B) dated 19-12-1984 referred the following dispute under Section 7A and 10 (1) (d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Collieries Co., Ltd., Bellampalli and their Workmen to this Tribunal for adjudication.

"Whether having regard to the past record of service of Shri B. V. Ramana Rao, Clerk Grade II and the alleged offence, the penalty of dismissal from service with effect from 28-7-84 imposed on him by the management of Singareni Collieries Co. Ltd., Bellampalli is justified? If not, to what relief is the workman concerned entitled?"

This reference was registered as Industrial Dispute No. 110 of 1984 and notices were issued to parties.

2. In the claims statement it is mentioned that the claimant Sri B. V. Ramana Rao joined the service of Singareni Collieries during the year 1978 and that he was looking after the department of welfare canteen, electrical works and Man way till December, 1982. It is mentioned thereafter in December he was posted in the section of pay sheet and he was issued a charge sheet on 10-11-1983 alleging three charges. It is mentioned that he intentionally paid wages of one A. Ramaswaroop after a lapse of six months on 27-8-1982 without prior sanction and contrary to the procedure. The second charge was that he was fraudulently manipulated muster particulars of A. Ramaswaroop for the year 1982 in H. Register of 1983 and made him eligible for 12 days leave with pay causing loss of Rs. 2,836-00 to the Company. The third charge that he was not affixed the revenue stamps worth Rs. 35.60 in the coal fillers pay sheet. The Petitioner-claimant denied all these charges in the explanation. Thereafter a domestic enquiry was conducted and his services were terminated with effect from 28-7-1984. It is contended that the charge sheet itself is vitiated as the Management indicted the punishment that is likely to be imposed and thus made the enquiry a force. The Management did not prove the charge alleged against him properly and in a fair manner. The findings of the Enquiry Officer are unreasonable and perverse. The charges are not grave in nature and do not warrant termination of services. There is no financial loss to the Management as the money said to be paid already was recovered from Sri A. Ramaswaroop. The Respondent violated the terms of memorandum of Settlement entered into with the Union on 13-4-1984.

3. In the counter of the Respondent management it is mentioned that the Petitioner Ramana Rao Ex-Clerk Grade II was served with the charge sheet listing the misconducts committed by him calling for his explanation and after his explanation was received a domestic enquiry was conducted where in the said Ramana Rao participated fully and availed opportunity of cross-examining the Management's witness and also examined his own witnesses. Finally the Enquiry Officer held him guilty of the charges and he was terminated from the Company's services after giving full opportunity. The job of preparation of pay sheets from December, 1982 cannot be made an excuse to manipulate the pay of the employees including A. Ramaswaroop. The allegation that the charge sheet is biased and vitiated the normal principles of natural justice and that it was force etc. are all incorrect. The employee is dismissed for proving the misconduct and it cannot be termed as victimisation as claimed in the statement referred to has nothing to do with the disciplinary action taken against the workman.

4. When a Memo is filed by the Management counsel to decide the validity of the domestic enquiry as preliminary issue and in case the Tribunal comes to a conclusion that the domestic enquiry was not conducted properly to permit the Management to let in evidence with regard to the above matter on 22-6-1985, Sri Ram Linga Reddy appearing for the Worker endorsed that he is not questioning the validity of the domestic enquiry and he is questioning the merits of the findings. The same was recorded.

5. Both parties did not lead any oral evidence. The domestic enquiry record which is available in the reference is marked as Exs. M1 to M22 by consent.

6. The adjudication should be based upon the records that are filed in the domestic enquiry as no oral evidence has been adduced by either side. The said documents are marked as Ex. S. M1 to M22 by consent. The simple facts of the case are as follows. It is alleged that B. V. Ramana Rao, Clerk II of Sreerampur Division, Pay-Sheet Clerk firstly intentionally paid to one Rama Swaroop Coal Filler was paid one day muster wages on 27-8-1982 without prior sanction after lapse of six months. Secondly he fraudulently manipulated the muster particulars of the said same Coal Filler for the year 1982 and made him eligible for 12 days leave with pay on his own accord while he was in fact declared not eligible for leave with pay and wrongly causing loss to the extent of Rs. 2,836.00. Thirdly that the said pay-sheet Clerk did not affix Revenue Stamp worth for Rs. 35.60 on leave with pay and on the regular pay sheets of Coal Filler for the month of March 1983 and thus he violated the Standing Orders

under Section 16 (1), 16 (2) and 16 (9). In the Departmental enquiry conducted by the colliery Manager, Sreerampur I Incline. The charge sheet levelled against him is marked as Ex. M2. It is signed by the colliery Manager, Sreerampur I Incline. The Enquiry Officer is one P. Ramakrishna as could be seen from Ex. M-1. One S. Madhav Reddy, Colliery Manager Sreerampur I Incline and one P. Ashok Kumar, who worked previously as Pit Office Assistant, Sreerampur I Incline and presently working in Additional C.M.E., Sreerampur Sri P. Ranga Rao, Special Grade Clerk were examined on deliberately and intentionally paid wages on 27-8-1982 to A. Ramaswaroop was examined on behalf of the Workmen during the domestic enquiry to show that the charged officer deliberately and intentionally paid wages on 27-8-1982 to A. Ramaswaroop Coal Fillers after a lapse of six months time along with the wages of March 1983 in the month of April, 1983 without obtaining prior sanction from the competent authorities as required. It is also mentioned that Sri Rama Rao pasted a slip in H. Register on the entries already made by him and again entered the musters afresh with a clear purpose of reck on 15-1-1982 as lay off without consulting or taking concurrence from his superiors for the purpose of making A. Ramaswaroop entitled for leave with pay even though that day cannot be considered to be reckoned as per the Mines Act as the musters for the purpose of leave. Ultimately it is also contended from the evidence of record as well as these three witnesses during the enquiry that Rama Rao did not take the actual lay-off muster on 16-9-1982 and that Rama Rao manipulated with the muster particulars of A. Ramaswaroop for the year 1982 from H. Register of 1983 in order to make him eligible for leave with pay for 12 days of his record even though he was aware that Sri Rama Swaroon was declared to be not eligible for leave with pay as shown in the record and thus the sanction of Rs. 2,836.00 towards leave with pay amounted to dishonestly causing loss to the Company's business which amounted to misconduct under Standing Orders 16 (2) and 16 (1). Of course they also mentioned that Rama Rao, the charged officer either affixed the revenue stamps worth of Rs. 36.60 pertain to Coal Fill pay sheet and leave with pay for the month of March 1983 till 28-11-1983 even though he was served with charge sheet. In the explanation dated 14-11-1983 the charged officer mentioned that he did not intentionally pay one day muster wage after 27-8-1982 to Avasti Ramaswaroop and also denied the fraudulently manipulated muster particulars. It is his case that he paid 12 days leave with pay on the basis of Man way Register "In and out" and on the basis of Overmen report book as per the practice in vogue. He mentioned that there is no such practice of taking prior sanction of the authorities and regarding the affixation of stamps he admitted that sometimes material or even two or three months period they were affixing stampss though not on the same day and therefore he was not guilty.

7. It is found in cross-examination of Madhav Reddy by charged officer that the entries in H. Register were noticed when internal audit was done by verifying the pay-sheet which was done sometime later. The alleged incident is in March 1983 and charge sheet was served upon him on 10-11-1983 basing upon internal audit report. It is the case of the Management that the said A. Ramaswaroop completed 189 days and this Clerk added one more day so as to give him benefit of Leave Travel Concession as well as leave with pay. The charged officer denied that he paid it intentionally and that he did so on the basis of Overmen report book and also Man-way Register. According to the Management under the Rules one who completed 190 days he gets the benefit of leave with pay for every calendar year. On the basis of available record his actual attendance is 187 days, the Company was closed due to breakdown on 15-1-1982 and 16-9-1982 and those two days attendance is also given as it is a period of lay-off by the Management. Thus the charged officer had actual muster for 189 days by adding this one day the coal filler Ramaswaroop gets 12 days casual leave and Leave Travel Concession with pay. The receipts as shown by the Management would show that the said A. Ramaswaroop availed L.T.C. and 12 days Casual Leave on the basis of entries made by the Overmen concerned Clerk including this Clerk charged officer. The Management contend that the Overmen and Pay Sheet Clerk (Charged Officer) were taken into confidence and manipulated the entries of course Kumari G. Sudha contended that these concerned Overmen and this charged officer were charge sheeted after proper enquiry and dismissed from service.

8. It is true now that the burden is heavy on the Management that the charged officer dishonestly and fraudulently made the entries to help a Coal Filler to have the personal gain by causing loss to the Management. The Workers, Counsel Sri V. Srinivas relied upon the Overmen certificate and contended on the basis of the certificate given by the Overmen that the said A. Ramaswaroop completed 190 days and sanctioned of leave with pay to A. Ramaswaroop by the charged officer should be held that the same was done bonafidely. It is pointed out that the Colliery Manager also sanctioned it and the Pay-Sheet Clerk is not the sanctioning authority and thus the allegation that he committed dishonestly and fraudulently entries and manipulated the entries to help A. Ramaswaroop cannot be spelled out. According to the learned counsel for the Petitioner the said Overmen who issued the certificate was separately punished by conducting an enquiry and this charged officer, who is pay-sheet clerk did not commit any wilful disobedience or insubordination and there was no such evidence in the enquiry to hold that there is wilful disobedience. The learned counsel for the charged officer Sri V. Srinivas further pointed out that the criminal intention to commit dishonest act or fraudulent act or to commit theft or fraud or dishonesty. According to him there is no personal gain to the charged officer in adding one day to a third party and that he bonafidely committed the mistake. If it is really a mistake on the basis of overmen certificate, when Overmen is punished the convenience of mistake if any in the said transaction is sufficiently punished and the pay-sheet Clerk should not be further punished. The learned counsel further argued that there is no allegation of collusion between the Coal Filler A. Ramaswaroop and the charged officer and Overmen still the Enquiry Officer erred in coming to the conclusion that the charges are proved.

9. Sri V. Srinivas further mentioned that it is clear case of victimisation also as the petitioner is Secretary of the Workers Union he is transferred from place to place for five times in the course of two years and finally he was axed by dismissal for his Trade Union activities though there was no criminal intention proved in the said transaction of adding one day. Incidentally it is argued that one Gole Muniah was paid allowance in 1983 as if he completed 194 days though in fact he completed only 184 days and no action was taken against the said culprit involving said transactions and thus the very act of dismissal amounted to victimisation and the Management did not take into consideration of past record of workmen which is clean. Finally it is argued that the punishment imposed is very severe and disproportionate to the alleged charge and the same is liable to be set aside under Section 11-A of the I. D. Act.

10. Kumari G. Sudha on the other hand contended that the domestic enquiry is conceded as done properly and fairly and therefore this Tribunal is forbidden to look into the records of enquiry with reference to discrimination. According to her the so-called agreement relied upon by the workers dated 30-4-1984 as well as the case of Gole Manaiah cannot be taken into consideration and cannot apply to the present facts of the case. It is her case that the plea of victimisation can never be invoked when once the domestic enquiry was fair and proper and that the findings of the enquiry officer can be questioned in a limited scope. According to her the management reposed confidence on every worker and every staff member and it is not independent individual but a juristic personality and everyone must perform his duties with confidence and discharge their duties with the utmost care without giving any scope for such entries. It is her case that the Pay Sheet Clerk is an educated person being a graduate and experienced person and the entries in H-Register if seen are altered to concede the misconduct and he pasted one paper as could be seen under Ex. M9. A careful perusal of Ex. M9 would show that there is slip pasted with reference to A. Ramaswaroop Coal Filler and there were corrections made. It is shown on 15-1-1982 and 16-9-1982 when the Company was closed due to power breakdown and lay-off, two days were added. He could not explain why he pasted the slip over the entries already made being a Pay-Sheet Clerk. But Overmen Register for 27-8-1982 shows that this A. Ramaswaroop was shown as 7th person i.e. last person said to have entered the Lamp Room. Actually the Pay sheet would show only six persons that have worked on that day. Under Ex. M7 S. No. 42 it is shown that A. Ramaswaroop did not attend and not eligible for leave. Ex. M11 is the form filled by the worker concerned for bonus, correc-

ted the entries on the reverse side for 10 as 11 and 37 as 38 himself. This would show that when the corrections are made the clerk or Pay Sheet Clerk was passing the bill should know how these corrections have come in. If it is a genuine omission or correction it is supposed on the basis of Manway register after verifying them, but it is not done so. The Pay-sheet Clerk did not follow the procedure to verify the said registers. Finally this was detected after six months in internal audit. Ex. M-15 would show that in all eight instances required procedure was not followed and that he did not follow the regular procedure of verifying the entries and paying the amount. Of course this is not part of the charge but the conduct of the Pay-sheet Clerk is tried to be shown in the enquiry by marking these documents. When there is one day shortage as conceded by the charge sheeted officer and when there are corrections made on Ex. M11 he should have verified from Lamp Room Register and Manway Register but he pasted it by making corrections that too after six months. Such entries which are made by him when there are so many clerks and staff members whose salaries are paid should be gone through it properly and carefully. Moreover this Pay-sheet Clerk is a Graduate Clerk. Even in the explanation Ex. M3 it is not his case that he is inexperienced, and B. Ranga Rao who verified all the records after the audit report marked Ex. M15 to show that he had done eight similar instances and that he was also asked not to make alterations, over writing as could be seen under Ex. M16 and the loss incurred to the Management by the said payment of wages for 12 days casual leave and L.T.C. as calculated under Ex. M-18 is not disputed. Of course A. Ramaswaroop might have repaid the said amounts subsequently to the Management when these defects were noticed. When there is no lay-off normally when the person entrusted to the Lamproom and takes a lamp it will be entered in the Lamp Room Attendance Register but on 27-8-1982 there is no such entry that he attended. In fact it showed that on 27-8-1982 that he came to the Lamproom but left without intimation and the entries were scored out, and without the Lamp Room Attendance it is not known how the Overman made in the Manway entry that he attended on 27-8-1982. Whatever it is, the records which are filed and executed at the time of enquiry were not disputed and that the enquiry was fair and proper also was not contested. In the said circumstances when the Management reposed confidence in the workers and when they were expected to discharge their duties without any irresponsibilities and when there are corrections and incorrect statements affecting the finances of the Management and from the statement of A. Ramaswaroop record show that the Overmen made such entries subsequently and when it is established 27-8-1982 of entry pay was paid six months later without verification of the register by the Pay-sheet Clerk, it would go a long way to hold that for an employer it will be impossible to keep a person for such propensities and when the clerk made entries subsequently and the dishonesty is a ground for making such entries it must be held that the employer taking disciplinary action against him is proper and correct.

11. The question now is whether the dismissal is proper punishment in a given case like this. Sri A. Srinival for the workmen relied upon the judgment of Madras High Court The Management of Binny Ltd. v. Addl. Labour Court [1979 (II) I.L.J. Page 289] and contended that under Section 11-A of the I.D. Act interference by the Tribunal when it comes to the conclusion that the dismissal or discharge is not justified with effective substance. It was a case where the Petitioner put in 11 years of services and that he was found guilty for the time and therefore the Labour Court interfered and effected reinstatement of workman on conditions that he will loose the continuity of service and back wages. Sri Srinivas relied upon the decision reported in Management, Delhi Transport Corpn. v. Ram Kumar (1982 September L.T.C., Page 1378) It is held that under Section 11-A of the I.D. Act the Tribunal has full powers to reappreciate the evidence and satisfied itself whether the evidence is justified the findings of misconduct and he is under no limitation that if it finds that the enquiry was proper and it cannot act as court of appeal and substituted its own judgment that of the management. It is pointed out for denying the right of reinstatement the employers plea of loss of confidence seems to have rational relation to the facts that the workman has must used his position of trust and rendered it undesirable to retain him in service and must be established by cogent evidence. Of course in the instant

case the Management relied upon to show that there are eight such instances as marked Ex. M15 where Pay-Sheet Clerk had committed such mistake. It cannot be said that the Pay-Sheet Clerk committed only in a single instance to be pardoned or excused or to modify the punishment under Section 11A of the I.D. Act. Having regard to the circumstances it is clear case where the loss of confidence is established and he became undesirable in service. Hence I hold having regard to the past record of service of B.V. Ramana Rao and also the offences, I hold that the dismissal from service imposed on him by the Management is justified and the workman is not entitled for any relief.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 6th day of September, 1985.

INDUSTRIAL TRIBUNAL

#### APPENDIX OF EVIDENCE

Witnesses examined for the workman.

For the Management.

—NIL—

—NIL—

Documents marked for the workmen

—NIL—

Documents marked for the Management

1. Ex. M1 By Consent.—Enquiry report dt. 10/11-11-83 pertaining to B.V. Ramana Rao.
2. M2 By Consent.—Charge sheet dt. 10/11-1-83 issued by the Colliery Manager, Sreerampur 1 Incline, S.C.Co. Ltd. to B.V. Ramana Rao.
3. M3 By Consent.—Explanation dt. 14-11-83 submitted by B.V. Ramana Rao, to the Colliery Manager, Sreerampur No. 1 Incline.
4. M4 By Consent.—Enquiry notice issued by the Colliery Manager, Sreerampur No. 1 Incline to B.V. Ramana Rao.
5. M5 By Consent.—Letter dt. 14-11-85 addressed by B.V. Ramana Rao, to the Colliery Manager, Sreerampur No. 1 Incline, requesting for extension of time to submit explanation to the charge sheet dt. 11-11-83.
6. M6 By Consent.—Enquiry proceedings dt. 26-11-83 pertaining to B.V. Ramana Rao.
7. Ex. M7 By Consent.—Form L with regard to leave pay particulars.
8. Ex. M8 By Consent.—Scrutiny of leave accounts dt. 31-10-83 and 2-11-83.
9. Ex. M9 By Consent.—Copy of the 'H' Register.
10. Ex. M10 By Consent.—Form 'C'
11. Ex. M11 By Consent.—Bonus 'X' form for the year 1982.
12. Ex. M12 By Consent.—Form 'N'
13. Ex. M13 By Consent.—Form 0.1
14. Ex. M14 By Consent.—Form 02
15. Ex. M15 By Consent.—Bunch of application claiming payment of due musters.
16. M16 By Consent.—Letter dt. 9-6-82 addressed by the Colliery Manager, Sreerampur No. 1 Incline to K. Venkateswara Rao and 3 others, with regard to alterations and over-writings in form C & E Registers.
17. Ex. M17 By Consent.—Copy of the leave application dt. 1-3-79.
18. Ex. M18 By Consent.—Copy of leave with pay particulars availed by A. Ramaswaroop



19. Ex. M19 By Consent.—Overman's Report Book.  
 20. Ex. M20 By Consent.—'C' Register for the Month of August, 1982.  
 21. Ex. M21 By Consent.—Muster record from 26-7-82 maintained by S.C. Co. Ltd. Belcampalli.  
 22. Ex. M22 By Consent.—Allotment Record maintained by S.C. Co. Ltd. Bellampalli.

J. VENUGOPALA RAO,  
 Industrial Tribunal  
 [No. L-22012(54)/84-D. III (B)]

नई दिल्ली, 25 अक्टूबर, 1985

का. अ. 5078.—औद्योगिक विवाद अधिनियम, 1947 (1947 क. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बऊला ओमाईट माइन्स ऑफ भेसर्स को बौला क्रोमिटे माइनिंग कार्पोरेशन लिमिटेड के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशन करती है, जो केन्द्रीय सरकार को 7 अक्टूबर, 1985 को प्राप्त हुआ था।

New Delhi, the 25th October, 1985

S.O. 5078.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Boula Chromite Mines of Messrs Ferro Alloys Corporation Limited, and their workmen, which was received by the Central Government on the 7th October, 1985.

#### INDUSTRIAL TRIBUNAL, BHUBANESWAR

#### PRESENT :

Shri K. C. Rath, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar.

Industrial Dispute Case No. 1 of 1980 (Central)

Bhubaneswar, the 28th September, 1985

#### BETWEEN

The employers in relation to the management of Boula Chromite Mines of M/s. Ferro Alloys Corporation Ltd.—First-party.

#### AND

Their workmen.—Second-party.

#### APPEARANCES :

Shri R. D. Agarwal, Agent & Superintendent of Mines,—For the first-party.

Shri P. C. Ghadai, President, Boula Chromite Mines Workers' Union.—For the second-party.

#### AWARD

Dispute referred to by the Central Government for adjudication under Section 7-A and Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, vide Notification No. L-29011/22/79-D.III.B. dated 2-1-1980 of the Ministry of Labour reads thus :

"Whether the dismissal of the following piece-rated miners employed at Boula Chromite Mines, Post Office Dhanurjapur, District Keonjhar (Orissa); by the management of Messrs Ferro Alloys Corporation Ltd., Laxmi Bhawan, Kuans, Post Office Bhadrak, District Balasore (Orissa) was legal and justified? If not, to what relief the workers are entitled?"

- (1) Shri Prabhakar Patra
- (2) Shri Purusottam Patra
- (3) Shri Panchanan Moharana
- (4) Shri Udai Naik

- (5) Shri Kamalakanta Sethy
- (6) Shri Balram Patra
- (7) Ghanashyam Mallick
- (8) Shri Ramesh Patra
- (9) Shri Kanhu Patra
- (10) Sri Baidhar Patra
- (11) Shri Gayadhar Patra
- (12) Shri Dukha Mallick
- (13) Shri Gopal Giri
- (14) Shri Ramachandra Patra
- (15) Shri Purna Padhuria
- (16) Shri Manglu Patro
- (17) Shri Mathura Tanti.

2. Both the parties filed a petition along with a Memorandum of Settlement in Form-H praying to pass an Award in terms of the settlement. They admitted the terms of the settlement before me and stated that they had entered into the settlement without any coercion or duress. The settlement appears to be fair.

3. Hence I pass this Award in terms of the settlement, and the Memorandum of Settlement do form part of the Award.

K. C. RATH, Presiding Officer  
 [No. L-29011/22/79-D.III(B)]

#### FORM-H

#### (Memorandum of Settlement)

#### Name of the Parties :

Representing Employer—Sri R. D. Agarwal.

Representing Workmen—Sri P. C. Ghadai.

This agreement made this 6th day of June, 1984 between, the Management of Boula Chromite Mines of M/s. Ferro Alloys Corporation Ltd., At P.O.—Bhadrak, Dist. Balasore (hereinafter called "The Company") of the one part and their workmen represented by Boula Chromite Mines Workers Union bearing Registration No. 952, P.O. Danurjapur, Dist. Keonjhar (hereinafter called "The Union").

1. Whereas at the instance of the Union a dispute arose, between the Company (Employer) and the Union in respect of the dismissal of 17 workmen namely Sarbasri 1. Pravakar Patra, 2. Purusottam Patra, 3. Panchanan Maharana, 4. Udai Naik, 5. Kamala Kant Sethi, 6. Balaram Patra, 7. Ghanashyam Mallick, 8. Ramesh Patra, 9. Kanhu Patra, 10. Baidhar Patra, 11. Gayadhar Patra, 12. Dukha Mallick, 13. Gopal Giri, 14. Purna Paduria, 15. Mangulu Patra, 16. Mathura Tanti 17. Ram Chandra Patra and as the said dispute could not be resolved by conciliation proceedings the Central Government referred the said dispute for adjudication to the Presiding Officer, Industrial Tribunal (C), Bhubaneswar under Section 10 of the Industrial Dispute Act, 1947 which is subjudice as case I.D. Case No. 1 of 1980 (C).

2. Whereas the Union representing the aforesaid workmen and the Company (Employer) have decided to settle the said dispute amicably, it is agreed by both the parties to enter into a compromise in the aforesaid I.D. Case No. 1 of 1980 (C) on the following terms and conditions as mutually agreed upon by both the parties in consideration of the letter of R.L.C. No. 5/40/79 Cent. dated 27-12-83 calling upon both the parties for the disposal of the said case by way of compromise for the restoration of good will peace and harmony between the Company (Employer) and the aforesaid 17 workmen represented by the Union. Made part of the Award.

Presiding Officer, Industrial Tribunal

3. And whereas the aforesaid 17 workmen have individually submitted letter of apology requesting the company (Employer) for their appointment with the assurance that in future if they indulge in any such unlawful and anti-management activities, they will be dismissed from the service forthwith.

And it is hereby agreed by and between the parties to this Agreement:

- (i) That all the aforesaid 17 workmen will be appointed from 7-6-84 on daily rated or on piece rated basis in Boula Chromite Mines in consultation between the Mines Manager, Boula Chromite Mines and the President of Boula Chromite Mines Workers' Union provided the concerned 17 workmen will present themselves before the Medical Officer of the Company and declared Medically fit for service but such workmen who will not be found medically fit will not be considered for appointment.
- (ii) That the Company (Employer) as a gesture of good will shall pay to each of the 17 workers Rs. 3,000 out of which a sum of Rs. 1,000 will be paid on 6-6-84 and the balance amount would be paid in the month of September and December, 1984 in two equal instalments.
- (iii) That the President, Office bearers and members of Boula Chromite Mines Workers' Union jointly and severally assure the Company (Employer) that the above 17 workmen appointed under this Agreement shall work and perform their duties under the disciplinary rules of the Company (Employer) and if they act in contravention of the provisions of the Standing Orders of the Company (Employer), the Union shall take suitable action against each of them or all of them to maintain industrial peace and harmony in the mines.
- (iv) That if the company (employer) finds the work of any of these 17 workmen to be dissatisfactory the company (employer) at its discretion may terminate their services and the Union shall not extend any support/help in any manner to such workers who would be terminated for aforesaid reasons.
- (v) That the Union undertakes that the workers appointed under this Agreement shall not involve in any activities to excite or incite the fellow workers to do any unlawful acts which would be prejudicial to the company (employer) and the Union further undertakes that these 17 workmen will not be given any position as office bearers of the Union atleast for a period of two years.
- (vi) That neither the Union nor the 17 workmen appointed under this Agreement shall be entitled to have a right to receive any compensation whatsoever.
- (vii) That apart from these 17 workmen concerned in I.D. Case No. 1 of 1980 (C) 13 other workmen concerned in I.D. Misc. Case Nos. 1 to 13 of 1980 (C) namely Sarbasri (1) Naren Ho, (2) Nara Patra, (3) Kanda Patra, (4) Adikanda Maddei, (5) Chakradhar Patra, (6) Mahendra Patra, (7) Natha Patra, (8) Baidhar Patra, (9) Raghunath Giri, (10) Jaladhar Naik, (11) Gurucharan Patra, (12) Raghunath Patra and (13) Sanatan Patra will be considered by the Company, if they would be acquitted from the sentence convicting them in the criminal case in the Court of S.D.J.M., Anandpur.
- (viii) That necessary formalities will be complied by both the parties for recording the compromise under the aforesaid terms and conditions in I.D. Case No. 1 of 1980 (C) and the same shall be submitted to the Presiding Officer, Industrial Tribunal, Bhubaneswar by both the parties.
- (ix) That as a last chance the Company has shown their large heartedness by appointing these workmen and expect that they will not involve in any activities detrimental to the interest of the Company and will behave as a sincere and faithful workers. In case it is found that any of the workers is acting against the spirit of this Agreement, under no circumstances Company will continue them in the service.
- (x) That company shall not pay balance instalments to those workers whose services will be terminated

prior to the payment of instalments as per clause No. II of this agreement due to misconduct or anti Company activities.

In witness whereof Sri R. D. Agrawal of the Company and Sri P. C. Gharti President of the Boula Chromite Mines Workers Union have hereto respectively signed at the day, month and year above written.

Sd/- Illegible

का. अ. 5079 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दत्त करिण्डन फैक्ट्री जबलपुर के प्रबंधन से संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9 अक्टूबर, 85 को प्राप्त हुआ था।

S.O. 5079.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Gun Carriage Factory, Jabalpur and their workmen, which was received by the Central Government on the 9th October, 1985.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, 1417, WRIGHT TOWN,  
JABALPUR.

Case No. CGIT/LC(R)(70)/1984.

#### PARTIES :

Employers in relation to the management of Gun Carriage Factory, Jabalpur and their workman, Shri Rajendra Kumar Sen, Fireman Gr.II, R/o House No. 251, Sadar Bazar, Jabalpur (M.P.)

#### APPEARANCES :

For workman—Shri Rajendra Menon, Advocate & Shri A. K. Shasi, Advocate.

For management—Shri A. K. Chaube, Advocate.

INDUSTRY : Gun Factory DISTRICT : Jabalpur (M.P.)

#### AWARD

Dated : 30th September, 1985

In exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred to as the Act) the Central Government has referred the following dispute to this Tribunal, for adjudication, vide Notification No. I-13012(3)/84-D.II (B) dated 6th September, 1984:—

“Whether the action of the management of Gun Carriage Factory, Jabalpur in terminating the services of Shri Rajendra Kumar Sen, Fireman Gr.II with effect from 1-7-76(FN) is justified? If not, to what relief the workman concerned is entitled?”

2. The non-controversial facts of the case are that the workman, Shri Rajendra Kumar Sen, was appointed in Gun Carriage Factory, Jabalpur, as a Fireman Grade II on 6-2-1973. He worked till 30th June, 1976 on which date his services were terminated with effect from 1-7-1976 without assigning any reason.

3. The case of the workman is that the order of termination was not passed by the appointing authority i.e. the General Manager but by the Officer-in-Charge who was not empowered to terminate his services.

4. The order of termination will amount to retrenchment as the workman had put in one years continuous service before the date of termination. The termination was not



inflicted by way of disciplinary action, voluntary retirement or retirement on superannuation or termination on account of ill health. Hence it is illegal and void ab initio. The conditions for retrenchment has not been complied with. As such it is hit by Section 25F of the Act.

5. Shri Vimal Kumar Das whose services were also terminated along with the workman has been taken back on duty and the workman was discriminated. All efforts of workman to get redress failed departmentally. The delay in approaching this Tribunal was due to the ferment hope and belief that the management will consider his reasonable request. The plea that the workman's services were terminated because of unsatisfactory service is put up for the first time as a new case.

6. The case of the management is that the workman was appointed on probation for two years on 6-2-1973. Workman's performance was not found satisfactory during the above probationary period so it was extended for a further period of six months with a view to afford him one more opportunity to improve himself in accordance with the departmental instructions, but he failed to do so.

7. It was mentioned in the offer of his appointment that his services may be terminated at any time during the probationary period by either side without notice. Hence termination neither amounts to retrenchment nor punishment nor provisions of Section 25F of the Act apply.

8. Officer-in-Charge of the Factory is empowered to terminate the services of any Class III and IV employees borne on both Non-industrial and industrial establishments.

9. The application before the Assistant Labour Commissioner (Central) Jabalpur was filed in 1983 after delay of more than seven years.

10. In support of his case Shri Rajendra Kumar Sen (W.W.1) gave his statement and relied on the order of termination dated 30-6-1976 (Ex. W/2) whereby the services of the workman and Shri Vimal Kumar Das were terminated with effect from 1-7-1976 without any notice or compensation by an order of the Officer-in-Charge which is not disputed by the management or his witness, Shri S. K. Chowdhury (M.W.1). The case proved by Shri S. K. Chowdhury (M.W.1) that he was appointed on probation vide order Ex. M/1 for a period of two years extendable upto three months with the following condition incorporated in Clause (c) which is as under:—

"Your services may be terminated at any time during the probationary period by either side without any notice."

Vide order dated 10-2-1975 (Ex. M/2) the probationary period of both the workmen was further extended for a period of one year. In the case of the workman concerned the period of probation was extended upto 6-2-1975. According to Shri S. K. Chowdhury (M.W.1) his period of probation was again extended for a further period of six months i.e. upto 6-8-1976. During his probationary period he was censured for gross misconduct i.e. absenting from duty without prior sanction etc. For the same reason again on 26-4-1976 his one increment was withheld. These minor punishments are proved by his service Card (Ex. M/3). In this connection Civil Services Regulation Vol. I regarding Probationers (copy Ex. M/6) is relied wherein it has been stated that a probationer should be given an opportunity to work under more than one officer. In suitable cases probation period may be extended but it is not desirable to keep an employee on probation for years. If on screening their services are found unsatisfactory they are liable to be discharged in accordance with the original condition of his employment. It has been admitted by Shri S. K. Chowdhury (M.W.1) that workman's services were terminated without charge-sheet or enquiry, without notice and without any compensation. He, however, has no knowledge whether Shri Vimal Kumar Das was reinstated.

11. On these facts I propose to examine the law to see whether the departmental instructions quoted above would prevail or same are to be ignored in view of the provisions of the Act.

12. Learned Counsel for the workman as relied on various provisions of the Act which would be useful to quote the relevant portion here.

Section 2(oo) of the I. D. Act 1947 defines 'retrenchment' as under :—

"Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :—

(a) voluntary retirement of the workman ;

OR

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf ;

OR

(c) termination of the service of a workman on the ground of continuous ill-health."

Section 25-J of the Act :

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice ;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies date for the termination of service ;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of (continuous) service or any part thereof in excess of six months ; and

(c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette)."

Section 25-B defines 'continuous service'—

"(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman ;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under the employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine ; and

(ii) two hundred and forty days in any other case."

Section 25-J provides "that the provisions of this Chapter shall have effect notwithstanding anything in any other law (including Standing Orders made under the Industrial Employment (Standing Orders) Act, 1946 (XX of 1946))."

Provided that where under the provision of any other Act or rules, orders or notifications issued thereunder or under any standing orders or under any award, contract of service or otherwise, a workman is entitled to benefits in respect of any matter which are more favourable to him than those to which he would be entitled under this Act, the workman

shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act.)

(2) For the removal of doubts, it is hereby declared that nothing contained in this chapter shall be deemed to affect provisions of any other law for the time being in force in any State in so far as that law provides for the settlement of industrial disputes, but the rights and liabilities of employers and workmen in so far as they relate to lay off and retrenchment shall be determined in accordance with the provisions of this Chapter."

13. In the instant case admittedly the workman was appointed on 6-2-1973 and his services were terminated on 1-7-1976 after more than three years during the probationary period extended upto 6-8-1976. He had thus put in service for more than a period of one year and during a period of 12 calendar months preceding the date of termination he had worked for more than 240 days. Thus he will be deemed to have been in continuous service. Section 2(oo) of the Act provides that retrenchment means the termination by the employer of the services of a workman for any reason whatsoever other than as a punishment inflicted by way of disciplinary action but does not include four classes of cases mentioned therein. Admittedly, the case of the workman does not fall under those four categories so his services would have been terminated only by way of disciplinary action and punishment.

14. On behalf of the management it has been contended that during this probationary period he was punished twice for gross misconduct on account of unauthorised absence first by censure, second time by withholding his increment. This amounts to termination of services as punishment inflicted by way of disciplinary action. I am unable to agree. Those punishments were already inflicted and the same cannot be made the basis for termination. In other words inflicting punishment twice, same facts amounts to double jeopardy. For termination there should have been a fresh cause of action or at least cumulative effect of all his misconduct found proved after due notice and domestic enquiry. It has not been done in the instant case.

15. On behalf of the management it has been contended that in view of his service condition which was accepted by him on notice or domestic enquiry was necessary. This contention to my mind is without any force.

16. In the case of State Bank of India Vs. N. S. Money (AIR 1976 SC 1111) it has held that "termination for any reason whatsoever in Sec. 2(oo) are the key words. Whatever the reason, every termination spells retrenchment otherwise than by way of punishment inflicted by the disciplinary action. It has been further held that if the workman swims into the harbour of Section 25-F he cannot be retrenched without payment, at the time of retrenchment, compensation computed as prescribed therein read with Section 25-B(2). Same view was expressed in the case of Hindustan Steel Ltd. Vs. State of Orissa and others (1977-1-LLJ p. 1).

17. In the case of Santosh Gupta Vs. State Bank of Patiala (AIR 1980 SC p. 1219) which was the case of discharge of a workman on the ground that she did not pass the test which would enable her to be confirmed. It was held that she was retrenched within the meaning of Sec. 2(oo) and therefore the requirement of Section 25-F of the Act had to be complied with. It will be useful here to reproduce in extenso the reasoning given in this regard in the case of Mohan Lal Vs. The Management of M/s. Bharat Electronics Ltd., (AIR 1981 SC p. 1253). This was a case where it was alleged that his services were terminated for unsatisfactory work.

"Niceties and semantics apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a

stipulation in that behalf, and termination of the service of a workman on the ground of continued ill-health."

"In the instant case termination of service of the appellant does not fall within any of the exceptions or to be precise, excluded categories. Undoubtedly therefore the termination would constitute retrenchment. It is well settled that where prerequisite for valid retrenchment as laid down in Section 25-F has not been complied with, retrenchment bringing about termination of service is ab initio void."

"Before a workman can complain retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer who has retrenched him from service. Section 25-B is the dictionary clause for the expression 'continuous service'."

18. Relying on the above authorities Madhya Pradesh High Court in a recent case *Factory Manager, Central India Machinery Mfg. Co. Ltd. Gwalior and another Vs. Naresh Chandra Saxena* (1985 LIC p. 941) held that termination of services of workman under Standing Orders 11 of M.P. Industrial Employment (Standing Orders) Rules, 1963, for inefficient and unsatisfactory work amounts to retrenchment within the meaning of Section 2(oo). Failure to pay retrenchment compensation as required by Section 25-F renders retrenchment void.

19. Learned Counsel for the management contended that workman was only a probationer so his services could be terminated without notice as per condition of his employment mentioned above. This contention is repelled by the pronouncement made by the Supreme Court in the case of management of Karnataka State Road Transport Corporation, Bangalore Vs. H. Boraiah (AIR 1983 SC p. 1320) wherein it has been held that even discharge from employment or termination of service of a probationer is retrenchment within the meaning of Sec. 2(oo) and S. 25-F.

20. In the case of Robert D'Souza Vs. The Executive Engineer, Southern Railway and another (AIR 1982 SC p. 854) the protection of Sec. 2(oo) was afforded even to casual and seasonal labourer who had acquired the status of temporary Railway servant. In the circumstances, I need not consider whether his services were terminated by competent authority or not.

21. In view of the above pronouncements of the highest Court of the land and of the Madhya Pradesh High Court I am of the opinion that termination of the workman amounts to retrenchment within the meaning of Sec. 2(oo) of the Act and his termination being not in accordance with the provisions of Sec. 2(oo) and S. 25-F of the Act is void ab initio. In other words, in the wordings of the reference I answer the first part of the reference as under :—

The action of the management of Gun Carriage Factory, Jabalpur in terminating the services of Shri Rajendra Kumar Sen, Fireman Gr. II with effect from 1-7-1976 (FN) is unjustified.

The question remains now to what relief the workman concerned is entitled.

22. It seems to me that the normal order when dismissal is set aside is reinstatement with continuity of service, he is entitled for the payment of full back wages from the date of dismissal held to be wrongful to the date of reinstatement. But if the employer in an enquiry of this kind wishes that normal order to be departed from is to prove some circumstances to show that he is disentitled to back wages and other benefits. In this regard two circumstances are pointed out that during this period of unemployment the workman did not get himself employed to minimise the compensation. To my mind, the burden was on the management to prove this aspect of the matter, but they failed to do so. No doubt workman also did not state anything on this aspect of the matter.

23. Second ground urged is that the services of the workman were terminated on 30th June 1976 but he filed the application before the Asstt. Labour Commissioner (Central)

Jabalpur only in the year 1983 i.e. after lapse of nearly seven years. These latches on his part disentitles him to back wages from the date of termination of his services. To my mind, there is substance in this contention and specially looking to his previous record he disentitles himself to back wages from the date of termination. The plea of workman is that for all this period he has been making efforts in vain to get redress from the department. He neither adduced any evidence nor filed copies of his representation to the department to justify the delay of seven years in raising the industrial dispute. I am of the opinion that it will serve the end of justice if he is allowed wages from the date of reference i.e. 6th September, 1984. Second part of the reference is thus answered that the workman is entitled to be reinstated forthwith from the date of termination but back wages with all other benefits incidental thereto be granted to him from 6th September, 1984 onwards. The back wages and all other benefits incidental thereon to be paid to him within three months of this order. On default, from the date of default till the date of payment the workman will be entitled to interest @ 9% per annum. The management will bear their own costs and pay to the workman costs which I assess at Rs. 300.

I recorded my award accordingly.

Dated : 30-9-1985.

V. S. YADAV, Presiding Officer  
[No. L-13012/3/84-D.II (B)]

का. अ. 5080 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार, प्रसाध इंजीनियर, उज्जैन के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9 अक्टूबर, 1985 को प्राप्त हुआ था।

S.O. 5080.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the Divisional Engineer, Telegraphs, Ujjain and their workmen, which was received by the Central Government on the 9th October, 1985.

#### ANNEXURE

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CUM-LABOUR COURT, 1417 WRIGHT TOWN,  
JABALPUR (M.P.)

Case No. CGIT/IC(R)(39)/1984

#### PARTIES :

Employers in relation to the management of Divisional Engineer Telegraph (Department Karyalaya) Dewas Gate, Ujjain and their workman Shri Gapulal Sharma S/o Shri Mansukhlalji Sharma House No. 52, Jat Ka Mandir, Avantipur Ujjain (M.P.),

#### APPEARANCES :

For workman—Shri Brij Mohan Gahlot, Advocate.

For management—Shri G. K. Pathan, Junior Accounts Officer.

DISTRICT: Ujjain (M.P.) INDUSTRY: Post & Telegraph

#### AWARD

Dated, September 30, 1985

In exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) the Central Government has referred the following dispute to this Tribunal, for

adjudication, vide Notification No. L-40012(22)/83-D.II(B) dated 7th June, 1984 :—

"Whether the action of the management of Divisional Engineer, Telegraph (Department Karyalaya) Dewas, Gate Ujjain in terminating the employment of Shri Gapulal Sharma, S/o Shri Mansukhlal Sharma w.e.f. 1st December, 1982 without issue of notice or without payment of retrenchment compensation and without observing the principles of "last come first go" is justified? If not, to what relief the workman is entitled?"

2. Non-controversial facts of the case are that Shri Gobulal Sharma was engaged by Shri Krishna Sharma, Store Lineman, Ujjain for working in the Stores and subsequently in the Workshop. He was not sponsored by the Employment Exchange. Therefore he was retrenched on 1st December, 1982.

3. The case of the workman is that he was appointed on 12th November, 1979 and thereafter he was working continuously, therefore he acquired the permanent status. At the time of retrenchment he was getting wages @ Rs. 6.75 P. per day. In every calendar year he had worked for more than 240 days. He was neither given any retrenchment notice or compensation.

4. The persons appointed after him are still in service. Therefore the 'last come first go' principle has not been followed in his case.

5. The case of the management is that the workman was appointed as a casual labour (who was over aged being 28 years, 10 months and 23 days of age, his date of birth being 3rd May, 1951) on the muster roll with effect from 26th March, 1980. As per existing rule of the department age limit for a mazdoor is 25 years. He was not also sponsored by the Employment Exchange as required by the Rules. He was not on the regular establishment. As required by the Rules as well as the General Manager, Telecommunication, M. P. Circle, Bhopal vide No. RE-12-11-II dated 11th November, 1982 those casual labourers who were not recruited through the Employment Exchange were to be straight away retrenched. Thus S.D.O. (Phones) Ujjain observed that he is not in a position to work efficiently. Besides, his services were no longer required in the stores for which he was engaged on muster roll. As such he was retrenched as aforesaid.

6. I will first take up the two impediments against his initial employment. The first impediment alleged is that he was not sponsored by the Employment Exchange. The Employment Exchange (Compulsory Notification of Vacancies) Act 1959, hereinafter called the Employment Exchange Act, defines establishment meaning—

- (a) Any office; or
- (b) Any place, where any industry, trade, business or occupation is carried on.

The "unskilled office work" has also been defined in Clause 2(i) in which category the case of the workman falls. Clause (d) of Sec. 3 lays down that this Act shall not apply in relation to vacancies in any employment to do unskilled office work. Looking to this provision it appears that his vacancy was not required to be sponsored by the Employment Exchange.

7. Next impediment is his being over age at the time of his appointment. In this regard the workman himself has given an Affidavit that in his School his date of birth i.e. 3rd May, 1951 was wrongly recorded. In fact his date of birth is 3rd May, 1957. The workman has not filed the Affidavit of his parents. Therefore his Affidavit about his own date of birth is worthless. But his own Affidavit shows that in his School his date of birth recorded is 3rd May, 1951. It is thus established that he was over age i.e. above 25 years of age at the time of his appointment. Article 51 of the C.S.R. Vol. I is as under :—

"A person whose age exceeds 25 years may not ordinarily be admitted into pensionable services of the State without sanction of the Head of Department or Commissioner of the Division."

It further gives powers to Head of the Department subject to certain conditions to condone the over-age. In the instant case it is not the case of the workman that his over-age was condoned by the Head of the Department. It is thus proved that the workman was over-aged at the time of his appointment.

8. Now I proceed to examine whether his retrenchment (as the Assistant General Manager (Administration) M.P. Telecom Circle Bhopal in his letter dated 11th November, 1982 himself termed it) is justified or not?

9. Section 2(oo) of the Act defines 'retrenchment' as under :—

"Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health."

The words 'for any reason whatsoever' are the key words as has been held in the case of *State Bank of India Vs. N. Sundramoney* (AIR 1976 SC p. 1111).

10. Section 25F of the Act lays down No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer unless he has been given one month's notice or wages in lieu of notice for the period of notice.

11. Section 25B of the Act defines 'Continuous Service' in Sub-section (1). But if he does not have continuous service for a period of one year or six months he shall be deemed to be in continuous service under the employer—

- "(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
- (ii) two hundred and forty days in any other case."

12. Section 25J of the Act provides that "the provisions of this Chapter shall have effect notwithstanding anything in any other law (including Standing Orders etc.)."

13. In the instant case in their rejoinder the management has stated that from the year 1979-80 to 1982-83 he was respectively working for 6, 362, 343, and 154 days. The workman has filed a certified copy of his attendance register (Ex.W/1) for the relevant period which goes to show that in the preceding year before his termination he had worked for 347 days i.e. more than 240 days. Thus his service will be deemed to have been 'continuous service' and is entitled to the protection of Sec. 2(oo) and Sec. 25F of the Act.

14. In the case of *Mohan Lal Vs. Management of M/s Bharat Electronics Ltd.* (AIR 1981 SC 1253) the Supreme Court held as under :—

"Niceties and semantics apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf and termination of the service of a workman on the ground of continued ill-health."

"In the instant case termination of service of the appellant does not fall within any of the exceptions or to be precise, excluded categories. Undoubtedly therefore the termination would constitute retrenchment. It is well settled that where prerequisite for valid retrenchment as laid down in Section 25-F has not been complied with, retrenchment bringing about termination of service is ab initio void."

"Before a workman can complain retrenchment being not in consonance with Section 25F, he has to show that he has been in continuous service for not less than one year under that employer who has retrenched him from service. Section 25-B is the dictionary clause for the expression 'continuous service'."

The same view has been reiterated in *Factory Manager, Central India Machinery Mfg. Co. Ltd., Gwalior and another Vs. Naresh Chandra Saxena* (1985 LIC p. 1941); *Karnataka State Road Transport Corporation, Bangalore Vs. H. Boralah* (AIR 1983 SC 1320); *Robert D'Souza Vs. The Executive Engineer, Southern Railway and another* (AIR 1982 SC p. 854).

15. On behalf of the management it has been contended that Shri Gopulal Sharma was a casual worker therefore his services could be terminated without notice and the necessary compensation without compliance of Sec. 25F of the Act. This contention is without any substance.

16. In the case of *Karnataka State Road Transport Corporation, Bangalore Vs. H. Boralah* (AIR 1983 SC 1320) discharge of a probationer was held to be retrenchment within the meaning of Sec. 2(oo) and Sec. 25F of the Act. In the case of *Robert D'Souza Vs. The Executive Engineer, Southern Railway and another* (AIR 1982 SC p. 854) workman was casual labour like the present workman who had acquired the status of temporary servant (in the instant case the workman had put in more than three years deemed to be continuous service) was held to be entitled to the protection of Sec. 2(oo) of the Act.

17. For the reasons discussed above, I am of the opinion that termination of the workman on the direction of the Assistant General Manager dated 11-11-1982 amounts to retrenchment within the meaning of Sec. 2(oo) of the Act and his termination being not in accordance with the provisions of Sec. 2(oo) and 25F of the Act is void ab initio.

18. It seems to me that normal order when the termination is held to be unjustified (as in the instant case) reinstatement with continuity of service and payment of full wages from the date of dismissal to the date of reinstatement is normal rule.

19. On behalf of the management it has been contended that the workman was over aged and if he is to be reinstated in service the workers who are over-age and have or will not been taken in service will claim appointment as a matter of right. The managements of public-sector will then be put to embarrassment and there will be dissatisfaction amongst the proper aged employees. It has been further contended that it will give a licence to the authorities of public sectors understandings to appoint over-aged persons and get their services regularised in this manner. To my mind these contentions cannot said to be without any substance. I am, therefore, of the opinion that instead of ordering reinstatement the applicant be paid compensation for unjustified retrenchment. I accordingly answer first part of the schedule to the reference as under :—

That the action of the management of Divisional Engineer, Telegraph & Dakat Department Karyulaya, Dewas, Gate Ujjain in terminating the employment of Shri Gopulal Sharma S/o Shri Mansukhlal Sharma w.e.f. 1-12-82 without issue of notice or without payment of retrenchment compensation is unjustified. Principles of "last come first go" is not applicable in the instant case. Firstly no positive incident is proved by the workman and secondly the workman is found to be over-aged at the time of employment. Therefore he is not entitled to reinstatement.

Regarding the relief clause I have already pointed out that the applicant workman is not entitled to reinstatement. Therefore the second part of the Schedule is answered as under :—

Instead of workman being reinstated he be paid back wages with all other benefits from the date of his retrenchment i.e. 1-12-82 till this award is confirmed. He will be further paid one month's wages in lieu of notice and one year's wages as compensation for reinstatement. These amounts be paid to the workman within three months of this order. On default of payment workman will be entitled to the interest @ 9 per cent per annum on the above amounts from the date of default till the above amounts are paid. No order as to costs.

V. S. Yadav, Presiding Officer.  
[No. L-40012/22/83-1D, II(B)]

dt. 30-9-1985.

का. अ. 5081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रिय सरकार, निगरेनी कोलरिज कंपनी लिमिटेड के प्रबंधन में सख्त नियोजकों और उनके कर्मचारों के बीच अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाद का प्रकाशित करती है, जो केन्द्रिय सरकार को 8 अक्टूबर, 85 को प्राप्त हुआ था।

S.O. 5081.—In pursuance of the Sec. 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Hyderabad, as shown in the annexure in the industrial dispute between the employers in relation to the management of Singareni Colliery Company Limited and their workman, which received by the Central Government on the 8th October, 1985.

#### BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

#### PRESENT :

Sri J. Venugapala Rao, Industrial Tribunal  
SHRI J. VENUGOPALA RAO, Industrial Tribunal  
Industrial Disputes No. 9 of 1983

#### BETWEEN

The Workmen of Singareni Collieries Company Limited,  
Adilabad District. (A.P.).

#### AND

The Management of Singareni Collieries Company Limited,  
Adilabad District. (A.P.).

#### APPEARANCES :

Sri Naushad Ali, Advocate—for the Workmen.

Sri K. Srinivasa Murthy and Miss G. Sudha, Advocates  
—for the Management.

#### AWARD

The Government of India, Ministry of Labour by its Order No. L-22011/104/82-D.III(B) dated 21-6-1983 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Collieries Company Limited, and their Workmen to this Tribunal for adjudication :—

"Whether the action of the management of Messrs Singareni Collieries Company Limited, in not allowing full musters to Tradesmen like Electricians, Fitters and Lamp Room Staff, in a mine consequent to an illegal Strike by other workers is justified? If not, to what relief they are entitled?"

This reference was registered as Industrial Dispute No. 9 of 1983 and notices were issued to the parties.

2. In the claims statement it is mentioned that the Engineering Workers consisting of Electricians, Fitters and Lamp Room Staff come under the essential and statutory staff of the Singareni Collieries Company and their services are indispensable at all times for the maintenance of the machinery and other installations which in turn keep the mine in functioning. It is contended that by virtue of the job, the engineering staff deserve a prominent place in the industry in as much as their services are required even when the mine is closed temporarily or otherwise. It is pointed out that it has become routine affairs that whenever some workers in a section go on strike, the said Engineering Staff though readily available and come to attend the work they are displaced on account of any strike by the mine workers affecting their service conditions. According to the workmen they were not given full musters in any event of any illegal strike or otherwise by the other workers of the industry while Overmen, Mining Sirders and Shot Firers who cause no production on the relevant day and whose necessity ceases as soon as the mines are explored are not laid off and they are being allowed full musters. According to the workers Union, the Engineering Staff raised the subject matter before the Conciliation Officer and it is agreed in principle that they shall be no discrimination between the lay-off of different sections of workmen and the same was also signed by the Divisional Personnel Officer representing the Management and the workers representative of the Engineering Department on 4-2-1980.

3. While so it is pointed out that Engineering workers of Ramagundam I were not allowed to work from 8th first shift and the General Secretary of the Petitioner sent a telegram dated 8-7-1982 and the Asst. Labour Commissioner (Central) called the parties for discussion and the management ultimately realised their responsibility under the Settlement dated 4-2-1980 and paid full muster for the period for the period the workers were on illegally stopped. Similarly when there was illegal stoppage repeated in Kalyani Khan I Incline of Mandamari Division and when the matter again raised before the Assistant Commissioner of Labour (Central) the Management suggested that the dispute can be settled mutually for which the union agreed.

4. When the matter stood like that the same issue had arisen of illegal stoppage at Ramakrishnapuram I Incline of R. K. Division-I and the issue had spread all over Ramakrishnapuram I and II Divisions. The Regional Commissioner (Central) Hyderabad held conciliation proceedings on 19-2-1982 and 20-2-1982. It was suggested that the Management would survey employment to the maximum number of Engineering workers whenever their occurs a strike by other sections of workers. But contrary to the understanding, the staff was locked out at K. K. 5 Division which itself is violative of Section 33(f) of the I.D. Act. Again the staff was illegally stopped from 24-8-1982 and this was brought to the notice of the Assistant Labour Commissioner (Central) Mancherial by the President of the Union and the discussions were held on 28-8-1982 with no success. So the Petitioner contends that the action of the Management in preventing the Engineering staff from attending to their work is illegal and contrary to law. The Workers Union wanted the Settlement dated 4-2-1980 should be implemented at all places and it cannot be discriminated between the workers of the same class while implementing it at other places and also pointed out by virtue of the illegal stoppage and non-payment of muster, the service conditions of the workers are changed without notice and as such the same is contrary to Section 9A of the I.D. Act.

5. On the other hand, the Management contended on the basis of the reference alone, as it in pursuance of the illegal strike the workers are not entitled to any benefits whatsoever since illegal strike can never be justified. Hence it is suggested that the Tribunal should reject the reference. It is denied that the Engineering Workers consisting of Electricians, Fitters, Lamp Room Staff are indispensable at all times for the maintenance of machinery and installation which in turn keep the mine functioning. It is further mentioned that when other categories of workers go on strike all the staff

recruited as Electricians, Fitters and Lamp Room Staff are not required for the purpose of maintenance and only skeleton staff is required so as the Mine will not get inundated with water and to see that the machinery do not get spoiled due to non-use. Hence during such periods one person in each shift at each mine would be sufficient to issue lamps, repair the lamps. Similarly to attend to the pump and other machines limited staff (Fitters/Electricians) will be needed. The Fitters, Electricians and Lamp Room Staff needed for such workers are employed during such periods of lock out declared consequent upon illegal strike by the workers. The whole staff of Fitters, Electricians and Lamp Room Staff is not indispensable staff as mentioned by the Union.

6. It is denied that the Engineering Staff play a pivotal role in industry and subjected to discrimination. The job of engineering staff is inter-linked with that of other workers of mines and whenever other workers go on strike the full commitment of the Engineering Staff need not be necessarily employed.

7. On 14-8-1982 in the second shift the Coal Fillers went on illegal lightening strike at R. K. 1 Incline and consequently lock out was declared. The tradesmen struck work demanding that all the Fitters, Electricians and Lamp Room Staff should be provided with work during the lockout period. Again from second shift on 22-8-1982 the coal fillers resorted to illegal lightening strike at K. K. 5 Incline and the Fitters, Electricians and Lamp Room Staff also did not attend to duty and they strike work from 24-8-1982. It is they who struck illegal strike without complying the provisions of Section 22 of the I.D. Act.

8. There is no obligation on the part of the Management to employ any person during the period of lockout on the ground of security of men and property when there is an illegal strike. It is the discretion of the management whom to call the particular individual when only certain persons are required to keep the machine in running condition and see do not get spoiled due to non-use during the lockout or strike period.

9. It is denied that there is any settlement regarding the lockout and the lockout will be governed by the provisions of the I.D. Act. In case of lockout the workers have no right to enter the premises of the Mine. The Management never violated the Settlement dated 4-2-1980 referred in Para 10 of the claims statement. But Overmen, Mining Sirdars and Firers are required even if the Mines are not functioning to carry on the works connected to safety. The relief sought for is contrary to the reference and they are not entitled to any relief.

10. On behalf of the Workers one witness was examined as W.W.1 and Exs. W1 to W7 were marked. On the other hand the Management examined one witness as M.W.1 and Ex. M1 to M10 were marked.

11. W.W.1 is one Sri T. Narayana, Electrical Chargemen. He deposed that he is the General Secretary of the Singareni Collieries Engineering Workers and that their Union represented Electricians, Fitters Lamp Room Staff, Pump Drivers, Hauler Drivers, Rope Slicer, Tub Repairers in the workshop. According to him their Union represents all the Divisions. He mentioned that when there was discrimination in giving lay-off between the Mining Staff and Engineering Staff, they raised a dispute and the Management entered into a settlement not to discriminate the workers to lay-off. He marked Ex. W1 as the said copy of the agreement. According to him, so far this Godavari Khani Division is concerned the Management implemented the said agreement. According to him on 8-7-1982 when there was a lock out declared in Ramagundam Division, the Electricians, Fitters, Lamp Room Staff raised a dispute before the Assistant Commissioner of Labour for full musters and the matter was referred to Assistant Commissioner of Labour Central under Ex. W2, and the conciliation proceedings was recorded and marked as Ex. W3 showing that both the Unions and the Management agreed to settle the dispute mutually. He maintained after the discussion the Management gave full musters during those three days lockout period to all the Engineering Staff due to strike in the Mining Section. Again he mentioned that

on 7-8-1982 the Management declared a lockout and Engineering Staff addressed a letter to the Assistant Commissioner of Labour against the said lockout for not giving them full musters, and the Management refused to settle the dispute during the lockout period as was done previously. Then they gave strike notice and the matter is thus now referred as a dispute. Ex. W5 is the copy of the failure report and Ex. W6 is the copy of the notice. According to him the Management have not declared lock out to Sirdars, Shot Firers, Pump Drivers even though there was a strike by the other workers in the Mine. He marked as extract under Ex. W7 showing the dates and responsibility of the Engineering Staff. According to him even if the Mine did not work, the Engineering Staff is bound to work and the water in the Mine has to be dewatered every day as the pump in the mine or otherwise the Mine would be flooded with water and the equipment get spoiled. According to him the Electricians has to check the switches in every shift so that there may not be any back or short circuit. Fitters are required to maintain the pumps and other appliances for keeping the pumps fit and he denied that only one person is sufficient to look after the work of the Engineering Workers during the strike period in the mine. According to him they raised the dispute demanding the wages for the days of lockout for the Engineering workers and the same should be allowed. In the cross examination, he mentioned that when there is a strike there would be no work for the workers and that during the holidays and play days full number of workers will not work in the Mine but Engineering Staff work in full. He admitted that shot firer are in C and D Grade and Electrician, Fitter are in IV and V Category and all are daily rated employees paid monthly. According to him IV and V Categories of Electricians and Fitters are equal to Shot Firers and Shot Firers D Grade equal to VI category of Fitters and Electricians. He mentioned that in the reference the strike is mentioned as illegal strike. He also mentioned that the Overmen and Mining Sirdars are supervisory posts but Electricians, Fitters and Lamp Room Staff are not supervisory posts. But the witness maintained that they are statutory posts. He denied the suggestion that their work depending upon the workers going in to the Mine. According to him during the strike period also the muster rolls have to be maintained marking the workers absent and the Lamp Room Staff will be having the same work and Engineer supervises Electrical staff work. He asserted that the change of service condition arose out of the lockout as the management did not gave full musters to the Engineering staff.

12. On behalf of the Management M.W.1 T.V.S. Rao is examined. He is the Deputy Chief Mining Engineer in K.K. 5 and K.K. 5A inclines at Mandamari Division. According to him the Singareni Collieries Company is declared as public utility service. According to him whenever there is illegal lightening strike by one section of workers except the essential staff to maintain the Mine in safe condition or to protect the Company's property by other workmen who were not essential are locked out. According to him Fitters and Electricians normally attend to the maintenance and break down workers of the Mines and Lamp Room staff work when the Mine is working in full strength and they are not required when the Mine is not working in full strength. According to him whenever there is lightening strike they try to employ 2 or 3 persons per shift in Lamp Room Staff assuming that the strike is likely to be called for after 2 or 3 days and if the strike is prolonged they employed one person per shift besides the Lamp Room Staff in charge. He conceded that they employ Fitters and Electricians depending upon the quantum of work inside during the lockout period. According to him they employ 1500 people as workers in all in the three shifts in the regular course of Mining when the work is in progress and but of them 25 or 30 are Electricians and Fitters in a normal working day. He conceded that in the normal course the job of Engineering Staff inter-linked with other work with the other workers to maintain the machinery. According to him there were two types of workers, one is monthly rated workers and the other is daily rated workers. The Electricians, Fitters, Lamp Room Staff come under the category of daily rated while Shot Firer and Overmen and Mining Sirdars are monthly rated. He conceded when the Mine is locked out that he would employ Shot Firers and Mining Sirdars and also agreed that all the monthly rated staff are not on lockout includ-

ing the monthly rated Engineering Staff and the same is a long practice and it is also in Raghunath Reddy's Award that Shot Firers are not being locked out. He marked Ex. M1 as Raghunath Reddy's Award. According to him in the normal working days there will be 13 plus 1 Electricians, 14 plus 1 Fitters and 9 plus 1 Lamp Room Staff and during the lockout days 6 plus 1 Electricians, 6 plus 1 Fitters and 6 plus 1 Lamp Room Staff are taken on duty. He conceded that if the Mine is left un-manned there is risk involved from shift to shift. He conceded that he was not party to the Raghunath Reddy Award on behalf of the Management. According to him the essentiality of a worker depended upon the adequacy. Electrician and Fitters do the essential work and he also conceded that he did not file the assessment which they made for employing the essential staff on the play day when the Mine is not working. He marked the Attendance Register maintained for November 1983 as Ex. M2 for K.K. 2 Incline. He conceded that on the days mentioned the shot-firers did not work. He agreed that the total strength putting all the categories together there will be 300 workers in the Mine approximately. He conceded that the Attendance Register showing lightening strikes are not produced before the Tribunal. He also conceded after seeing the Attendance Register of K.K. 5 with reference to 4-11-1983, 7-11-1983 and 21-11-1983 that no shot firer worked as could be seen under Ex. M7 where the Electricians and Fitters work. He conceded that there is work for essential people even on strike days just as play-days. Though he denied that the Electricians, Fitters are essential services. He conceded under Ex. M9 and M10 that Electricians and Fitters were paid full musters when others went on strike.

13. The Management counsel Kumari G. Sudha raised a technical objection that so long as the strike is illegal the workers are not entitled for any benefits whatsoever and contended that the reference itself is bad. As per the reference, the action of the Management of Singareni Collieries is not allowing full musters to tradesmen like Electricians, Fitters and Lamp Room Staff in a Mine consequent to "an illegal strike" "by other workers" is the matter in issue. According to the Management these workers namely Electricians, Fitters and Lamp Room Staff are not essential staff in the sense that their services are indispensable at all times for the maintenance of machinery and thus they are not required as essential. It is the case of the Management that the bear minimum required is one person at each shift at each mine would be sufficient to issue lamps and one fitter and electrician will be required to attend to the pumps and other machines and therefore the whole staff of Electricians, Fitters and Lamp Room Staff are not indispensable staff. Ultimately when we go into the facts it is found from the evidence of M.W. 1 that the Management employed at Mandamarri Division about 1500 people of workers in all categories in three shifts and out of this 1500 workers 25 or 30 are Electricians and Fitters. Finally he mentioned that in the inclines where the disputes arose on rolls there were 13 plus 1 Electricians, 14 plus 1 Fitters and 19 plus 1 Lamp Room Staff. Out of which the Management is keeping on duty 6 plus 1 Electricians, 6 plus 1 Fitters and 6 plus 1 Lamp Room Staff on lock out days. It is also his case that there will be more than 300 workers working in a Mine in a given shift and the lockout is declared due to the result of lightening strike of various categories of workers. So in a way the question broadly put in a different form would show whether remaining 7 Electricians and 8 Fitters and 3 Lamp Room staff are entitled to be given benefit treating them as also essential staff in the given circumstances or not. The reference pertains to the Engineering Electricians, Fitters and Lamp Room Staff and it is admitted that when even there is a lockout that nearly half or more than half of this Engineering Staff are continued for the purpose of the maintenance of the Mine as essential staff. This is found from the evidence of M.W. 1 who is the Deputy Chief Mining Engineer for K.K. 5 and K.K. 5A Incline. The Singareni Collieries Company is a public utility service. When there is illegal lightening strike by a section of workers, it is found from the evidence of M.W. 1 that to maintain the mine in safe conditions and to protect the Company's property as per the provisions of the Mines Act and circulars issued there under that they employed the required persons on the days of lockout and it is his case that all the Fitters, Lamp Room Staff and Electricians are not employed with

full musters on those days of lockout as they are not essential persons. M.W.1 conceded that the number of employees to be employed as Fitters, Electricians, Lamp Room Staff depend upon the quantum of work and necessity during the lockout period.

14. It is not the case of the Management at any rate that they were not employing any Electricians, Fitters or Lamp Room Staff during the period of lockout. It is the specific case of the Management that they do employ these Engineering Staff namely Electricians, Fitters and Lamp Room Staff during the lockout period for keeping the machines in running conditions and that they were in fact keeping half or roughly on average these Engineering Staff during the period of lockouts as part of the essential staff for the maintenance of machinery and other installations in order to keep the mine functioning. M.W. 1 in the chief examination itself mentioned that in normal course the job of Engineering staff is inter-linked with the other workers who maintain the machinery. According to the Management, therefore two types of workers, namely, monthly rated and daily rated, and Shot Firers and Overmen are monthly rated employees and that these Engineering Staff namely Fitters, Electricians and Lamp Room Staff are daily rated. According to him when the Mine is not locked out, the Management employees Shot Firers and Mining Sirdars for the essential maintenance of the running of the mine as they are required for the safety of the Mine. He conceded that all the monthly rated staff are having full musters and they are not under lockout including some of the Engineering Staff and that is due to long practice.

15. The Mine is divided into district and every district has its own machinery and they maintain one Hauler and one Pump and one or two drilling machines and there will be Electrical switch as in a district, and the Mine works in three shifts without any gap. He conceded that if the Mine is allowed unmanned there is risk involved from shift to shift and that in 1984 there were about 10 times lightening strikes by the employees and it is clear that those strike as illegal strikes. According to him they were not adjudicated as illegal strikes by a Court of law or any authority but under the Coal Mines and Coal Industry Regulations it being essentially a public utility concern, the lightening strikes becomes automatically illegal. While explaining M.W. 1 mentioned that the essentiality of a workmen depended upon the adequacy and the electricians and Fitters do the essential work and they made assessment for employing essential staff on the pay days when the mine is not working but he did not file the same in the Tribunal. He conceded after seeing the Attendance Register for November, 1983 under Ex. M2 that during the period i.e., 4th, 9th, 6th, 23rd November, 1983 the Shot Firers did not work and all these days are play-days. He could not say by seeing the Attendance Register what duties these Shot Firers have done on those days though some of them were shown to have worked on those days. Similarly after seeing Ex. M2 the K.K. Incline 'B' Relay attendance Register for the Shot Firers and now Ex. M3 is with reference to same period with reference to shot firers and it is admitted by him that no single shot firer worked during the period 7th, 14th, 21st, 28th November, 1983 in K.K. 5 and K.K. 5A inclines as per the records. Finally he conceded that the Attendance Registers produced by him in the Court do not show whether the Engineering Staff are marked present or absent on those days of strike by others. He also conceded that the Fitters, Electricians and Lamp Room Staff are to some extent concerned with the maintenance of power and machinery and also entrusted with the work when there is lightening strike. He saw Exs. M4 and M5 with reference to the Standing Orders and reports and mentioned that they did not show any Shot Firer assisted them on the dates mentioned with reference to K.K. No. 5 Incline or K.K. 2 Incline. But at the same time on those dates he found that one Fitter and one Electrician worked on 4-11-1983, 7-11-1983 and three Electricians and two Fitters worked on 14-11-1983 and one Fitter and one Electrician worked on 21-11-1983 and two Fitters and two Electricians worked on 28-11-1983. It was suggested to him that on the dates when the Shot Firer did not work, Electrician and Fitters also noticed to have worked and therefore they are essential services. He denied that they are essential services. Ex. M8 is the Attendance Register of Fitters and Electricians and it showed that the pay-



ment of wages was done to Engineering employees from 8-7-1982 to 10-7-1982 though they happened to be pay days when the others were on strike. Ex. M9 register with reference to M.K. 4 Incline as well as Ex. M10 for K.K. 5 incline would show that during the periods (8-7-1982 to 10-7-1982) and 7-8-1982 especially wages were paid to workers of Engineering staff like Electricians, Fitters and Lamp Room Staff when the other workers were on strike, so it is conceded by the Management witness that when other workers were on lightening strike though these Engineering Staff namely; Electricians, Fitters Lamp Room Staff were being engaged and they were paid salaries as shown under Exs. M7 to M10 and there are number of instances where these Engineering staff were employed and they were paid full wages in other Mine of the same Company.

16. Ex. W4 would show that musters were marked for workers for the periods they worked and salaries were paid and Ex. M9 would show that on 8-7-1982, 9-7-1982, 10-7-1982 these Engineering Staff were paid wages though there was lay-on. The workers relied upon Ex. W1 which is the settlement arrived at between the General Secretary, Singareni Collieries Engineering Workers Union, Kothagudem and the Management. It was a settlement arrived at under Section 12(3) of the L.D. Act during the conciliation proceedings held by the Assistant Labour Commissioner (Central) dated 4-2-1980 and it is agreed in principle that there will be no discretion in the matter of lay-on between different sections of workmen. The workers witness W.W. 1 who is the General Secretary mentioned that the said agreement is implemented in Godavarkhani and the disputes arose once again as per Ex. W2 and resulting in conciliation proceedings under Ex. W3 where the Management suggested that the matter would be discussed and settled mutually as the same is in violation of Memorandum of Settlement dated 4-2-1980. Ex. W4 would show that the Assistant Commissioner of Labour was asked to interfere with reference to the present dispute when there was such lightening strike in the Mine violating the memorandum of settlement dated 4-2-1980 and Ex. W5 would show the failure of conciliation proceedings. So on the available evidence it is clear that on Play-days Mine not work being a rest day and the evidence of the workers corroborated by M.W. 1 would show that these Engineering Staff were used as essential staff and also employed when there is lightening strike by other workers and the said agreement dated 4-2-1980 under Ex. W1 is implemented in the Godavari Khani and the same was not denied by any tangible evidence. It is also admitted by the Managements witness that by long practice the Engineering Staff which are essential for the maintenance of the machinery were also kept on duty during the period of lightening strikes, as a matter of fact.

17. Ex. M1 is the Arbitration Award given by Sri K. Raghunath Reddy under Item 24 of the said Award. It is mentioned that the Unions contentions that Shot Firers who are monthly rated employees should not be laid off as other monthly rated employees are not being laid off in any event of the strike by other workmen in the Collieries. Sri Raghunath Reddy in the interest of uniformity recommended that the practice that is in existence at Kothagudem and Yellandu Collieries should be adopted in Bellampalli, Ramagundam Collieries also. It is found in the same award in Item No. 24 that the said Raghunath Reddy's award found that the Collieries at Kothagudem and Yellandu the Shot-firers were laid off but are shown on alternative jobs. In other words he recommended with reference to the 'lay-off' pertaining to Shot-firers that they should be given alternative jobs and they should not be laid off. Now in the instant case Shot-firers are monthly rated and they are paid full muster roll wages during the lockout period, it is not in dispute. The purpose of filing Ex. M1 is not properly explained how it is relevant. It showed that originally the Shot-firers were also laid off in two places i.e. at Bellampalli and Ramagundam without alternative jobs while they were given alternative jobs at Kothagudem and Yellandu and he recommended that they should not be laid off and they should be provided with alternative jobs in case of lay-off. In the instant case it is admitted that the strikes are not adjudicated in the Court of Law or any other authorities as the strike done by other workers is illegal and the Mines should be admittedly run without any gap and if the Mine left un-manned and risk involved from shift to shift. When shot-firers did not work

as per Exs. M3 and M4 for the periods as shown therein in Inclines K.K. 5 and K.K. 5A they were paid wages. But on those days there is evidence that some Shot-firers worked even if they happened to be Play-days. It is Pertinent to note that the Management though was in possession of Attendance Registers showing the persons who were on lightening strike with the dates etc., the management. Witness could not produce and could not say whether the Engineering Staff were marked present or absent on those days of strikes by others. It is no body's case or it is not the case of the Management that these Engineering Staff participated in the lightening strike done by other workers during these days which are subject matter of dispute. If it is so they could have produced the relevant records to show that these Engineering Staff also participated in the strike and therefore they are not entitled for full musters. It is also interesting to note that though as a technically qualified man M.W. 1 could have assessed the requirement of essential Staff required when a lightening strike took place in the present case he could not file any record to that effect how he arrived at and that only half of the strength of the Engineering Staff were to be on duty while the remaining were not to be on duty and thus they were not entitled for full musters. He conceded that the Fitters and Electricians are concerned with the power and machinery and when Engineering Staff are present for work while other workers were on strike, it is the case of M.W. 1 that they could not give employment or work and added that the essentiality of the work and quantum of work that existed in relevant. But he could not justify how he arrived at the essentiality of the work or quantum of work. No data is filed to say that only 6 plus 1 Electrician, 6 plus 1 Fitters and 6 plus 1 Lamp Room Staff are required during the period of lightening strike or Play-day depending upon the quantum of work. It is admitted that the Mine work without gap from one shift to another as per law. M.W. 1 could not say on the date of strike there is no work. He conceded that there is some work for some essential people and also conceded that the Fitters, Electricians and Lamp Room attendants were to some extent required and they are concerned with the power and machinery and it is the admitted case that at least half of them are used as essentially required enquiring staff over the maintenance of machinery and for running of the machinery. He conceded that depending upon the laying of workers in the Mines and depending upon the essentiality of work, Electricians and Fitters are taken on duty after issuing Exs. M7 to M10. As per Exs. M7 and M8 indicated musters for November, 1983 that Engineering employees were paid on 8-7-1982 to 10-7-1982. Ex. M9 also would show that Muster roll was maintained for K.K. No. 3 on 7-8-1982 wages were paid to the workers of Engineering Staff of Fitters of the Mines. The relevant entries are marked as Ex. M10. Therefore paying some of the daily rated workmen who are Engineering Staff in the category of Electricians and Fitters and Lamp Room Staff without any necessary data to show that the necessity of work or essentiality of work required only that much of the establishment of the Engineering Staff and not more and when any Attendance Register if maintained during the strike period is not produced in the Tribunal, though they could have assessed the requirement of the essential staff required in a systematic manner they did not produce the same if they have assessed already; thus it must be held that limiting to some of the Electricians and Fitters and Lamp Room Staff only as part of the essential staff amounts to arbitrary decision of the Management. Even under the Raghunath Reddy's award Ex. M1 for Shot-firers alternative jobs were directed to be provided and now it is found from M.W. 1 that all the monthly rated staff are kept on full musters irrespective of the strike or no strike. So Shot-firers are also paid full wages irrespective of the strike. It is admitted and conceded that half of the Engineering Staff are being used as essentially required persons of the maintenance of the machinery. Further it is interesting to note that when the Management was directed to produce documents M.W. 1 admitted that he did not file records for shot-firers for K.K. No. 5 and 5A Inclines with reference to 7-11-1983, 14-11-1983, 21-11-1983 and 28-11-1983. Similarly the Log Books of Sirdars, Overman and Shotfirers of K.K. No. 1 and 2, 5 and 5A for 7-10-1983, 8-10-1983 and 9-10-1983 were not produced. Though Kumari G. Sudha asserted that the documents are produced when the same was directed to be shown before the Tribunal from the documents which are filed in the Tribunal, it is found



ultimately that these documents which are referred to by the Workers Counsel were not filed in the Tribunal. Of course on this score Sri Naushad Ali for the Workers contended that adverse inference should be drawn for not filing the same. When the crucial issue whether the agreement dated 4-2-1980 under Ex. W1 is implemented or not and when the full musters during the relevant period of lockout with reference to Sirdars, Overman and Snot-Fitters for the Mines as mentioned above are not filed, it cannot be said that payment of wages to section of the same Engineering Staff without any valid basis while holding them to be essential services partly and not paying to the remaining staff of the same is not discrimination. It is clearly discriminatory and the same is also not in accordance with the agreement dated 4-2-1980 under Ex. W1. The Management having received petition in M.P. No. 29/84 expressed no objection for marking the copies of the documents available with the workers and thus the agreement dated 4-2-1980 which is a settlement under Section 12(3) of the I.D. Act becomes relevant document and Ex. W1 is very relevant and important document conceded by the Management without producing the original. Thus they cannot fall back and contend that they were not aware of such a Settlement.

18. Ku. G. Sudha while referring to the definition of Section 2(kkk) of the I.D. Act with reference to the word 'Lay-off' and the definition of Section 2(l) of the I.D. Act 'Lockout' contended that the workers are claiming wages now for the period of lay-off and therefore they are not entitled for full musters. She relief upon the decision reported in *Fine Knitting Company Vs. Industrial Court* (1962 (1) LLJ, Page 275 and contended that if there is uniformity of employment and uniformity of purpose and design it is inconceivable that the employees engaged in two departments integrally connected with each other and constituting one unit would be paid different minimum wages. In that context it is held that Section 11(1) does not permit the recognition of several undertakings carried on by the same company separately and it is further mentioned that it all depends upon whether the undertakings are separate and distinct and independent of each other are functional integral or inter dependent. But the said judgment has no relevance. It was a case where the spinning section of the establishment and the Hosiery Section of the establishment were considered different and an argument that they are functional integrated was replaced. This is not a case like that. Here though the monthly rated workers are kept in service during the periods of lightning strike by the other workers, though part of the Engineering staff are treated as essential required staff being daily rated staff, the question is whether they are entitled for full musters or not due to illegal strike by other workers is the point in issue. It is not the case whether the strike is justified or not which is the issue before this Tribunal. It is a strike done by some other workers and definitely not by the Tradesmen like Electricians, Fitters, Lamp Room Staff. If these Tradesmen are participants in the said strike they are not entitled. No citation is required when once the strike is illegal to say that they are not entitled for wages, the question here is while some of their own tradesmen and other monthly rated persons are given full musters and when other workers are on illegal strike whether these Tradesmen should not be given full musters or not? Similarly Kum. G. Sudha relied upon the decision reported in *Indian Hume Pipe Co. Vs. Industrial Court* 1984 (1) LLJ, Page 46. It is a single judge judgment of Bombay. There the question was whether the lockout was available to the employer as a weapon only against those employees who are required to be persuaded by a coercive process and not against other workmen. While deciding that point the Court observed in Para 9 of the judgment that the lockout could be described as antithesis of a strike, just as a strike was a weapon available for the employees for enforcing their industrial demands. A lockout was a weapon available to the employer to persuade by a coercive process the employees to see his point of view and accept his demands. In that particular case the members of the second respondent had not been agitating and did not participate in the lockout. The learned judge further observed in para 10 that it is open to the employer to lockout his employees if his intention is to persuade by that coercive process not all but a number of them. In that case it is further observed that the second Respondent members are not innocent of that

which had led the petitioner to impose lockout. Ultimately the Court held that substantial justice was done and the petitioner employers rights also were considered. In the instant case it is not the Management's case the present tradesmen participated or they were parties to the said illegal strike. They were definitely present but some of them only were given musters during the relevant period and that there is an agreement under Section 12(3) of the I.D. Act holding that no discrimination would be shown in the matters of lay-off between different sections of workmen. The meaning of 'Lay-off' and 'Lockout' is not a point in issue here. It is a case where tradesmen of the same Engineering Staff were paid full musters during the relevant period and others who were also present were not paid musters without substantiating how only part of them are required as essential services or producing any Attendance Register during the strike period by the Management. So the judgement had no application.

19. On the other hand the Workers counsel relied upon the decision reported in *The Management of Express Newspaper v. Workers* (AIR 1963 Supreme Court page 569) and contended that in the reference it should have been made clearly whether the lockout is justified whenever there is any illegal strike if what the management wanted to argue is correct. He maintained the workers cannot be found fully for not framing the issue whether the lockout is justified whenever there is illegal strike. So accordingly the words 'Lockout' 'Lay off' which are not the reference had little significance to establish when these tradesmen are not parties to the illegal strike. I find justification for the said contention of the Workers Counsel and uphold his contention. Incidentally in *Priya Laxmi Mill v. Mazdoor Mandal* (AIR 1976 S.C. page 2584) where the mill was working in three shifts, the Management notified lay-off from the first shift of April, 14th 1975 till further notice and the said lay-off was in the department of Spinning, weaving etc. and the names of workman and the member of the staff connected therewith other department however were allowed to continue to work as usual. Naturally the workmen who were laid-off, they had to attend the Mill attendance for being marked present in the commencement of the shift in order to claim lay-off compensation. Ultimately the state of affairs deteriorated and the Company declared a lockout from first shift of April 23rd 1975. The Labour Court gave findings that the said lockout is illegal and the Supreme Court found that the said findings are not perverse or even against the weight of evidence on record. The Supreme Court held that the words "Lay-off" under Section 2(kkk) of the I.D. Act means failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or accumulation of stocks or the break down of the machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of the Industrial establishment and who has been retrenched. It is held such an un-employment will clearly come under Item 6(ii) of Schedule III of the Act. It is not disputed that un-employment is an industrial matter as defined under Section 3(18) of the Act. Since un-employment is an industrial matter under Item 6(ii) of the Schedule III to the Act the lockout which has been found by the Labour Court to have direct connection with the lay-off is clearly illegal under Section 19(1)(8) of the Act. In the result the Management's contentions were repelled and rejected. So it is clear that simply because the strike is illegal when it is done by other workers it cannot be said that there is no industrial dispute as this is only lockout or lay-off as the case may be.

20. I therefore held on a careful consideration of the entire matter that the action of the Management of Singareni Collieries Company Ltd. in not allowing full musters to the Tradesmen like Electricians, Fitters and Lamp Room Staff in the Mine consequent to an illegal strike by other workers is not justified and they are entitled for full musters and wages as are paid to same Tradesmen in similar circumstances i.e., Electricians, Fitters and Lamp Room Staff. The reference is answered in favour of the Workers and against the Management.

Award is passed accordingly.

-Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 19th day of August, 1985.

Page No. 426

Sd/-  
(Illegible)

INDUSTRIAL TRIBUNAL

# APPENDIX OF EVIDENCE

Witnesses examined.

for the workmen.

For the Management

1. W.W.1. — F. Narayana 1. M.W.1.—T. V. S. Rao-

Documents marked for the workmen

1. Ex. W.1.—True copy of the Settlement arrived at under Section 12(3) of I.D. Act, 1947 during the conciliation proceedings held by the Assistant Labour Commissioner (C) at Hyderabad on 4-2-80 between the Management of S. C. Co. Ltd. and Engineering Worker's Union.
2. Ex. W.2.—True copy of letter dt. 8-7-82 addressed by T. Narayana General Secretary, Singareni Collieries Engineering Worker's Union to the Regional Labour Commissioner (C) Hyderabad, with regard to illegal Stoppage of Engineering workers at Ramakrishnapur Division-I.
3. Ex. W.3.—True copy of the Minutes of discussions held on 19-7-82 in the office of the Assistant Labour Commissioner (C)-11 Hyderabad in the Industrial Dispute between the Management of M/s. S.C. Co. Ltd., Ramakrishnapur, Division-I and their workmen represented by the Singareni Collieries Engineering Workers Union, Ramakrishnapur over alleged illegal stoppage of Engineering Workers at Ramakrishnapur Division-I.
4. Ex. W.1.—True copy of the letter dt. 7-8-82 addressed by the General Secretary, S. C. Engineering Workers Union, to the Assistant Labour Commissioner (C) Mancheral with regard to illegal stoppage of Engineering workers at K. K. 5 incline, Mandanurri Division.
5. Ex. W.5.—True copy of the letter dt. 17-11-82 addressed C. H. Sivaramakrishna, Assistant Labour Commissioner (C) Mancheral, to the Secretary to Government of India, Ministry of Labour, New Delhi with regard to strike notice dt. 12-8-82 by Singareni Collieries Engineering Worker's Union (H.M.S.) over a charter of 12 demands Failure of conciliation on demand No. 1. (Lock-out of Engineering Workers).
6. Ex. W.6.—Intimation dt. 30-1-84 of the Colliery Manager K. K. 2 Incline of S.C. Co. Ltd., Kothagudem.
7. Ex. W.7.—Duties and Responsibilities of Engineers.

## DOCUMENTS MARKED FOR THE MANAGEMENT

1. Ex. M1. True copy of the Arbitration Award given by Sri K. V. Raghunatha Reddy, Union Labour Minister, in the dispute between the Management of S.C. Co. Ltd., and their workmen.
2. Ex. M2.—Attendance Register from November, 1983 maintained by the Management.
3. Ex. M3.—Attendance Register for the Month of November 1983 with reference to F Relay maintained by the Management.
4. Ex. M4.—Shot-Firers Report book.
5. Ex. M5.—Sirdar's Report of daily examination of the Mine.
6. Ex. M6.—Shot firer report book pertaining to K. K. 2 Incline.

7. Ex. M7.—Attendance Register with reference to K. K. 5 pertaining to shot firers of S.C. Co. Ltd.
8. Ex. M8.—Attendance register of fitters and Electricians for the month of November 1983 in Ex. M7.
9. Ex. M9.—Pay sheet for daily rated Employees for the month of July, 1982.
10. Ex. M10.—Pay Sheet for daily rated Employees of R. K. 3 for the month of July, 1982.

J. VENUGOPALA RAO, Industrial Tribunal  
[No. L-22011/104,82-ID, III(B)]  
HARI SINGH, Desk Officer

नई दिल्ली, 14 अक्टूबर, 1985

का. डा. 5082 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अन्वय में केन्द्र सरकार, पंजाब नेशनल बैंक के प्रबंधन में संवेदित विवादों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्र सरकार औद्योगिक अधिनियम, 1947 के पंचत को प्रकाशित करने है, जो केन्द्र सरकार को 7-10-85 को प्राप्त हुआ था।

New Delhi, the 14th October, 1985

S.O. 5082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government on the 7th October, 1985.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, KANPUR

Industrial Dispute No. 53, 1983

Reference No. L-2012/286/81-D-II(A) dated 29th July, 1982

## APPEARANCE :

Shri O. P. Nigam representative—for workman &

Shri A. K. Dubey representative—for the management.

In the matter of dispute

## BETWEEN

Shri Dhirendra Prasad Mishra, C/o Shri O. P. Nigam 295/387, Deen Dayal Road, Ashrafabad, Lucknow.

## AND

The Regional Manager, Punjab National Bank, The Mall, Kanpur.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/286/81/D-II(A) dated 29th July, 1982, has referred the following dispute for adjudication:

Whether the action of the Punjab National Bank in terminating the services of Shri Dhirendra Prasad Mishra, Mini Depositor, Azamgarh Branch with effect from 31-12-78 is justified? If not to what relief is the workman concerned entitled?

2. It is common ground that the workman Shri D. P. Mishra was appointed by the management bank as Mini Deposit Collector on commission basis. The workman was issued letter of identity cum letter of authority in terms of mini deposit scheme introduced by the bank vide Deposit Mobilisation Circular dated 18-9-76. According to the workman he was asked by the branch manager to perform other clerical work alongwith work of the mini deposit collector in the branch which the management has denied. Only this much is admitted that he was required to perform the duties in connection with his agency as mini deposit collector. The management has admitted that the workman was perform-

ing all duties connected with scheme. It is denied that he was required to post bill amount of voucher in mini deposit ledger to cast and tally the balance of mini deposit ledger nor was called upon by the bank manager to do any other work rather these duties were performed by Shri R. S. Mishra his brother who was also working in the branch as regular employed in the bank which duty was entrusted to Shri Mishra vide office order dated 9-7-77. The workman has enumerated that he was required to do manual work of going to house to house and collecting the money deposit boxes to do clerical work and supervisory work by filling opening forms and cheque entries in the relative pass books. The management in its written statement stated that these duties which were never performed by the workman or being done under terms and condition of mini deposit scheme. It is denied by the management that the workman Shri D. P. Mishra was a workman under the I.D. Act and under the terms of mini deposit scheme. Shri Mishra was entitled to get commission at the rate of 3 per cent on the deposit collected by him in a month. He was not entitled to salary. The applicant alleges that he was terminated on 31-12-78 and has claimed full wages from 20-4-77, the date of initial appointment to 31-12-78 which is denied by the management.

3. The workman has been defined under section 2(s) of the I.D. Act which runs as follows :

Workman mean any person employed in an industry to do any skilled or unskilled manual supervisory clerical and technical work for hire or reward whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, include any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of that dispute or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person.

4. It is argued that even a mini deposit collector is employed in banking industry to do all work connected therewith for commission which is included in the definition of hire or reward and thus he is the workman within the meaning of I.D. Act vis-a-vis the management bank.

5. On the other hand, it is argued that the mini deposit collector is appointed under a contract with the bank to do certain work enumerated therein and thus is an independent contractor who has no relationship of master and servant between the workman and the management bank and that the bank has no authority to control his working besides those covered under the agreement. In support of their contention the management has referred me an Award of C.G.I.T., Madras dated 18th January, 1985, wherein it was held that there was no relationship of master and servant between the parties and his termination was done by the management on the basis of agreement signed by the workman. The management has filed Deposit Mobilisation Circular No. 88 regarding Mini Deposit Scheme dated 8-9-76 annexure 1 of the written statement. In para 21 of the said Scheme appointment of Mini Deposit Collector is given. In para 22 heading Safeguards it is mentioned that he will have to deposit Rs. 1,000 as security and shall be required to enter into an agreement with the bank for due and faithful discharge of his duties and that he shall not perform similar duty for any financial institution till he is performing this duty for the bank. It is argued that this is the control clause saying that the management had the control over the workman. No doubt it is the control clause but not to control his working but simply that after having entered in agreement with the management bank he will not enter in similar agreement for similar work with any other bank or financial institution. This clause does not control that he will not do any other type of work/business or control his working in any other way. As the definition of workman includes ward reward and 3 per cent commission allowed to a Mini Depositor will be reward for work but the only question is whether he will be deemed to be employed in the industry or he is simply employed for the industry. The management has filed appointment offer annexure B and also authorisation letter. The management has filed annexure D with the written statement regarding allocation of duties amongst various clerks of the branch

effective from 11th July 77 in which Shri R. S. Mishra allegedly brother of the workman was allotted duties of mini deposit also. The appointment of Shri D. P. Mishra was made on 20-4-77. The agreement may be oral or in writing but in the instant case no written agreement has been filed. The offer was there as per deposit mobilisation scheme for which the applicant applied and was appointed as Mini Deposit Collector on 20-4-77.

6. The workman himself has filed annexure I whereby per letter of the management bank dated 1-4-77 he was informed that his application for appointment as Mini Deposit Collector on commission basis as per terms and condition formulated by bank had been approved and that he should call upon the bank to understand its working etc., and also deposit Rs. 1,000 as security. In pursuance of that letter he was appointed on 20-4-77 vide annexure B filed and Annexure (2) filed by the workman alongwith his affidavit was issued to him as an identity card to act as mini deposit collector for the management bank w.e.f. 20-4-77. The workman has filed annexure 3 letter of the manager of the management bank dated 30th October, 77, showing that the management was satisfied with the work done by the workman.

7. During the joint inspection report of which dated 11-9-84 is on the record shows that there were four Mini Deposit Account ledger with the workman when services were terminated but only one register could be inspected. In all four registers there were 1014 accounts opened by the workman in his own hand writing and duly checked by officers during the period 11-4-77 to 23-12-78 and account opening forms were filled by Shri Mishra and their signatures were also attested by him. Form No. 134 account closing and opening register from 1600 to 16295 and 302 to 809 was in hand writing of the workman, all receipt vouchers and cash deposit vouchers were in the hand writing of the workman. It is admitted that all the duties enumerated and written in type on the duty of mini deposit work is added in hand writing in the duty allocation to Shri R. S. Mishra dated 9-7-77. It is further admitted that mini deposit work was entrusted to Shri M. L. Gujarati clerk in addition to his own work vide this office order dated 1-7-78.

8. On behalf of the management one Shri S. K. Srivastava, manager Azamgarh Branch who worked from 25-2-78 to 28-6-83 has given his affidavit he has denied that in no case the posting of the ledger was entrusted to mini deposit collector. He has further averred that the workman was only performing the duties laid down in mini deposit scheme, that when it came to the notice of the management that Shri D. P. Mishra was also working as an agent of LIC and is real brother of Shri R. S. Mishra who was clerk in the same branch of the management bank the agency of the workman Shri D. P. Mishra was cancelled on 27-12-78. In cross examination he has denied that the workman was working as clerk in the bank and doing mini deposit work. He stated that to his knowledge the workman was never given work of the clerical cadre nor he ever worked as such. He has however, admitted that some work of the period of Shri R. S. Mishra own brother of the workman Shri D. P. Mishra and M. L. Gujarati was got done by the workman. He further stated that he gave one month's notice to the workman for termination of his services. He has further deposed that a mini deposit collector failed to attend bank for making deposit regular he was dealt according to mini deposit scheme rule 27.

9. The workman has also filed his affidavit setting out his case of the statement of claim. The workman has admitted that he refused original of Annexure B filed alongwith written statement. He has admitted that the manager has not given him in writing to work as clerk or to perform clerical duty but had verbally ordered him to do clerical work in respect of mini deposit scheme. In the absence of any written order the arguments of the management can not be easily brushed aside that when he entered in bank in connection with making mini deposit made by him he made entries in the mini deposit ledger also at the instance of his own brother Shri R. S. Mishra or Shri M. L. Gujarati one of his colleagues of the same branch. It is not disputed that during the joint inspection it was found that ledger entry was in his hand beside voucher entries and the

account opening and closing register. The workman has admitted that he was required to sign attendance register and for him there was no time fixed for coming and leave was granted to him by Shri Lal Ji Sharma accountant and branch manager. In the end he stated that the manager had told verbally to get him absorbed permanently. That statement even of true has no bearing with the merit of the case.

10. It is argued that commission is wage within definition of section wage given in section 2(rr) of the I.D. Act which lays down "Wage" means all remuneration capable to have been expressed in terms of money which would in the terms of employment expressed or implied were fulfilled to be payable to a workman in respect of his employment or of work done in such employment and includes any commission payable on the promotion of sale or business. The argument of the representative for the management that the workman was not controlled by the management hence he was no workman of the management concerned. I this connection reference may be made M. G. Belli Works Vs. Union of India 1974—1 LLJ 367 AIR 1974 S.C. 1832 wherein it was held;

During the last two decades the emphasis in the field has shifted and no longer rest so strongly upon the question of control, control is obviously an important factor and many cases it may still be the decisive factor. But it is wrong to say that in every case it is decisive, it is now more than a factor although an important one".

In the above said ruling beside the question of control the relevant factor considered was if the employer provides the equipment this is some indication that the contract is a contract of service. If the other party provides some equipment this is evidence that he is an independent contractor. No sensible inference can be drawn from the factor of equipment where it is customary for servants to provide for their own equipment. Little weight can today be put upon the provisions of tools of minor character as opposed to plant and equipment on a large scale. In the instant case all the papers and mini deposit box and books etc. was to be supplied by bank but it was observed that little weight can today be put upon the provision of tools of minor character as beside to planned equipment in large scale and independent contractor can be employed under employer but in the instant case undertaking in the similar nature of work was prohibited.

11. Admittedly argument of the management bank's representative took the plea that under section 10 of the Banking Regulation Act 199 bank was prohibited to engage any person whose remuneration tooks the form of commission but the share in the profit of the bank but the act however, permitted the bank to appoint persons on payment of commission under a contract otherwise than as the regular number of the staff of the bank.

12. The counsel for the workman raised objection that this plea should have been taken in the written statement and the management should not be allowed to raise this point at this stage and in support of his contention referred ruling regarding JA Kedar Vs. Juhv Chandra 1975 (2 SCWR) page 307 wherein it was held;

Court will not countenance the belated attempts of the parties to put forward a new case which the other side had no clear notice of. Therefore, I hold that the objection that jurisdiction question was not raised in due time is well founded and the explanation offered to overcome it, not satisfactory.

13. I agree with the objection and the case will be considered on merit and not on the point of section 10 of the Companies Act. In public sector banks all employment after nationalisation has to be done from the BSRB Board, and not as model employee. The employer in relation to Punjab National Bank Vs. Gulab Dasji 1978(1) LLJ, page 312 held;

Nationalised bank paying personal allowance to its area manager to employ a driver to his vehicle—such driver, on termination, taking his case before tribunal on reference—bank contesting the fact that

the driver was its employee at all—Tribunal over ruling bank's objection and awarding instatement—bank appealing—held, there is no nexus at all between the driver and bank.

14. The counsel for the workman has drawn my attention to an award of C.G.I.T., Tamilnadu, published in Gazette of India, June 1982, wherein it was held that a tiny deposit agent under the management bank would certainly come within the scope of workman within the meaning of section 2(s) of the I.D. Act consequently the award was given in favour of the workman and the termination was illegal". I do not agree with the reasoning that the mini deposit collector would be a workman. It is further conceded in view of the law discussed above that control by the management over the alleged workman would be simply a factor and not the considering factor and it was on that account that he was not required to mark attendance or to do about 8 hours work daily but what ever work he did was under the terms and condition of the scheme which he had accepted and for which his appointment was made in pursuance to that order his wages is remuneration he was required to deposit collection and to do other work to attest opening form, make entries in the pass book and all other work enumerated to be done by the Mini Deposit Collector in the Scheme. Thus he was simply a workman employed for the benefit of the banking industry on commission basis but he was not a workman employed in the banking industry, as there is a set rule and procedure for employing persons in the banking industry and particularly so after the nationalisation of the bank. Even if he made certain entries in the ledger (Minideposit) or in other account books when he visited the bank in connection with making deposit of his collection, in the absence of any express writing by the management to that effect that will not make him workman of the management concerned. There is evidence to show that the connivance of his own brother Shri R. S. Mishra, who was interested with the work of mini deposit scheme, and the workman had been doing that. Merely submitting mini deposit collection with opening forms and pass book and other necessary papers will not go to show that the management had been supplying him with the regards which are necessary in the industry for heavy machinery and tools etc. If a workman work in an industry on commission basis on the machine supplied by concern and in the premises of the management such person though paid on commission would be a workman as he will be deemed to be employed in the industry but in the instant case the entire employment of the workman is in consonance with the mini deposit scheme Annexure which he accepted and that as such he worked for some time and was later found that he was working for the LIC also. I accordingly held that Shri D. P. Mishra is not a workman employed in the banking industry and does not come within the definition of the workman under section 2(s) of the act and hence if it is a agency terminated by the management by giving him notice w.e.f. 31-12-78, it can not be said that the same was not justified.

15. I accordingly hold that the action of the management of Punjab National Bank in terminating the services of Shri D. P. Mishra from 31-12-78 is justified.

16. I, therefore, give my award accordingly.

[No. L-12012/286/81-D.II(A)]

R. B. SRIVASTAVA, Presiding Officer

नई दिल्ली 15 अक्टूबर, 1985

का. आ. 5083. औद्योगिक विवाद अधिनियम, 1947 (1917 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधक से संबंधित नियोजकों और उनके कर्मचारियों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रस्तुत करती है, जो केन्द्रीय सरकार को 7-10-85 प्राप्त हुआ था।

New Delhi, the 15th October, 1985

S.O. 5083.-In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the

industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 7th October, 1985.

**BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, KANPUR**

Industrial dispute No. 230/85

Reference No. I-12012/213(84)/D-II(A) dt. 20th Feb., 1985  
In the matter of dispute between :

Shri Raj Kumar, Temporary Messenger, Deoband Branch C/o The Deputy General Secretary State Bank of India Staff Association 7/1184 Naiwala Karol Bagh, New Delhi.

Versus

The Regional Manager, State Bank of India, Region III Garh Road, Meerut.

APPEARANCE :

Shri S. L. Garg—for the management.

Shri P. P. Trikha—for the workman.

AWARD

1. The Central Government Ministry of Labour, vide its notification no. I-12012/213/84-D-II(A) dated 20th February, 1985 has referred the following dispute for adjudication :

Whether the action of the management of State Bank of India, Meerut Region in terminating the service of Shri Raj Kumar Temporary Messenger, Deoband Branch w.e.f. July 74 is justified? If not, to what relief is the workman concerned entitled?

2. It is common ground that the workman Shri Raj Kumar was initially employed as temporary messenger and worked for a sufficient number of days from July 1970 to 1974 and in all he worked for 758 days and his services were terminated in July 74 when the same was no longer, required by the bank management. The management, has, however, raised preliminary objection that the claim preferred by the workman is stayed as he brought his claim after 9 years and has lost his right of reinstatement. That even after Supreme Court's Judgment the workman did not bring his claim earlier except in 1983.

3. The management's annexure M-1 filed alongwith written statement shows that in the year 1973 workman worked for more than 240 days. It is further admitted that no appointment letter, no termination letter or any retrenchment compensation was paid to the workman. According to the management he was a temporary messenger in leave arrangement duty. The management has agreed that for 9 years he did not make any representation for absorption or to be made regular and thus his claim being belated he is stopped by conduct. The management has further argued that in view of the fact that he completed 240 days and was thus protected employee in view of agreement dated 22 August, 77 between the management and State Bank of India Staff Federation, he is entitled to take wages from the date of Sunder Money's Judgment dated 16-1-76 and not earlier. It may be mentioned here that the agreement detrimental to the interest of the workman hampering the natural flow of justice cannot be accepted. Further he is only entitled to the difference of pay and earning what ever he made during the period he was out of employment.

4. On the point of delay the workman argued that there is no limitation for bringing such cases and the Central Government in its Wisdom has referred the dispute for adjudication and not with held the same treating it belated. It being not disputed that no notice under para 522(4) of Sastri award was given to the workman and no appointment or termination letter having been given, the termination of the workman was void ab initio. The result is that he is entitled to reinstatement with full back wages subject to adjustment of his earning admittedly about Rs. 200 per month from a shop which he started after the termination of his services.

985 GI/85

5. I accordingly give my award holding that the action of the management of State Bank of India, Meerut Region in terminating the services of Shri Raj Kumar Temporary Messenger, Deoband Branch w.e.f. July 74 is not justified? The workman is entitled to be reinstated in service with full back wages subject to deduction of Rs. 200 per month from the same which had been his earning per month after his termination.

R. S. SRIVASTAVA, Presiding Officer

Let six copies of this award be sent to the Government for publication.

R. B. SRIVASTAVA, Presiding Officer

30-9-85

[No. I-12012/213/84-D-II(A)]

का. आ. 5084—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रिय सरकारने, मेरठ बैंक ऑफ इण्डिया के प्रबंधन में संशुद्ध निवेशकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक श्रमिकों, अहमदाबाद के पंचाट को प्रकाशित करने है, जो केन्द्रिय सरकार को 3-10-85 प्राप्त आ था।

S.O. 5084.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on 3-10-85.

**BEFORE SHRI G. S. BAROT, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL (CENTRAL) AT AHMEDABAD.**

Reference (ITC) No. 7 of 1975

Adjudication

BETWEEN :

The Central Bank of India, Rajkot

AND

The workmen employed under it.

In the matter of termination of the services of Shri J. N. Doshi, Typist.

APPEARANCES :

Shri P. S. Chari, Advocate—for the Central Bank of India.

Shri M. K. Paul, Advocate with Shri K. V. Gadhia—for the workmen.

AWARD

This industrial dispute between the Central Bank of India ("The Bank" to be brief) and the workmen employed under it, has been referred for adjudications under the provisions of Section 7A, read with Sec. 10 (1) (d) of the Industrial Disputes Act, 1947 ("The Act" to be brief) by the Govt. of India, Ministry of Labour, Order No. I-12012/138/85, D.IIA dated 20-11-1975. Originally, the reference was made to the Industrial Tribunal consisting of Shri M. U. Shah, but it was thereafter transferred to the Tribunal consisting of Shri R. C. Israni, through appropriate orders of the Government. The dispute referred for adjudication was as under:-

"Whether the action of the management of the Central Bank of India in terminating the services of Shri R. J. N. Doshi, Typist in the Bhaktinagar Branch of the said Bank after the working hours on the 31st May 1974 is justified? If not, to what relief is the said workman entitled to?"

The Learned Tribunal, Shri R. C. Israni, after consideration of the evidence produced before him and after hearing the parties, made his Award on 4th January, 1979 giving inter alia the following directions:

- (i) The action of the management of the Central Bank of India in terminating the services of Shri J. N. Doshi, a typist in the Bhaktinagar Branch of the bank, after the working hours on 31st May, 1974, is absolutely unjustified and illegal. As such the order in the nature of memo. (Ex.14) dated 31-5-1974, terminating his services with effect from 31-5-1974, is hereby directed to be set aside.
- (ii) It is further directed that the said workman, Shri J. N. Doshi, be reinstated in his original position on which he was working under the bank on 31-5-1974, the date on which his services were illegally terminated.
- (iii) It is further directed that the said workman shall be paid his full back wages, minus the amount which he earned during the period of his employment under the bank, by serving H. J. Steel Company, Rajkot, as a time-keeper, for a period of about 4 months, receiving a monthly remuneration of Rs. 250.

It appears that the matter was thereafter carried to the Hon'ble High Court of Gujarat and the Hon'ble High Court passed the following order in the relevant Special civil Application No. 2460 of 1979 :—

"After hearing both the sides, the order of the Tribunal is set aside. The matter to go back to the Tribunal for deciding the question; 'Whether in fact the work of first respondent—Jitendra Nathalal Doshi, as typist was unsatisfactory from the point of view of the employer during the period that he was working with the petitioner' Liberty to the parties to agitate their contentions before the Tribunal. Special Civil Application to be treated as disposed of. No order as to costs"

On remand, the matter came up before this Tribunal for deciding the question posed in the order of the Hon'ble High Court.

2. Before dealing with the question to be decided by this Tribunal, it would be necessary to set out the facts in brief. The Bank gave an advertisement in the local newspaper "phulchhab" inviting applications for the posts of Typists. In response, Shri Jitendra Nathalal Doshi ('the workman concerned' to be brief) applied for the post. It appears that about 364 candidates were called for written test regarding General Know-

ledge, English and Arithmetic. The applicants who were successful at the written test were called for oral interview and typing test. The workman concerned having been successful at the written test was also interviewed and his typing test taken. Then, a waiting list of 11 candidates in order of merit was prepared from amongst the candidates who were successful at the interview and typing test. In the said list, the workman concerned stood at No. 4 having secured 42 marks. It was the practice of the Bank to appoint candidates from this waiting list, as and when a vacancy of typist arises in any of the branches of the Bank in the Division. Accordingly, when a vacancy arose in the Jagnath Plot Branch an offer was made to the workman concerned through letter dated 23-8-1973 (Ex.6/2) asking him to call on the Divisional Manager's Office, Rajkot on or before 29-8-73 if he was agreeable to accept the offer. Accordingly, the workman concerned called on the Divisional Manager's office. As he accepted the offer, he was issued an order (Memo) dated 30-8-1973 taking him up on probation for six months to work as a Typist. As a token of his acceptance, the workman concerned has signed on the office copy of this order. According to the Bank, however, his work as Typist was not found to be satisfactory. He was thereupon shifted to the Bhaktinagar Industrial Area Branch, Rajkot to give him a chance to show better performance in his work as a Typist. However, there also, according to the Bank, his typing work was not found to be satisfactory. Several Memos were therefore issued to him to improve his work and his probation period was extended by 3 months. However, as according to the Bank, no improvement was shown, by an order dated 31-5-74 his services were terminated after office hours of that date. An industrial dispute was then raised with regard to his termination and ultimately the reference was made to the Tribunal as mentioned hereinbefore. The Learned Tribunal Shri R. C. Israni, made his award, as stated in para 1 above, and on a Special Civil Application being made to the Hon'ble High Court, the Hon'ble High Court made the order as reproduced above.

3. After the matter came back to this Tribunal, some oral evidence was led on behalf of the Bank. However, on behalf of the workman concerned, an application, Ex. 30, was filed stating that he did not want to lead any fresh evidence and shall rely on the evidence which is already led previously. The Bank examined Shri Jestaram Prabhulal (Ex.34) who at the material time was the Agent of the Bhaktinagar Branch. He has deposed that the typing work of the workman concerned was found to be shabby, uneven, and full of mistakes. So much so that it was always required to be retyped. He has further stated that in his opinion it cannot be said to be typing work at all. He has then stated that he (the Agent) used to guide the workman concerned about his typing work as he (the Agent) himself knew typing work very well. In spite of all these, the workman concerned did not show any improvement in his work. In his cross-examination he has stated that the shabby typing work done by the workman concerned used to be torn off. He has further stated that Shri M. M. Raval, the Superintendent, was his superior officer, and he had normal relations with him as could have been during the banking service. In his cross-examination, he has further stated that he did not know that the brother-

in-law of the son of Shri Raval was on the waiting list for the posts of typists. The Bank has also examined Shri M. M. Rawal, the Superintendent in the Divisional Office of the Bank, to which we shall revert later.

4. Now, the only question to be decided by this Tribunal at this stage is the one posed by the Hon'ble High Court in their Order viz. whether in fact the work of the workman concerned was unsatisfactory from the point of view of the employer during the period that he was working with the Bank. As directed by the Hon'ble High Court, I have allowed the parties to agitate their respective contentions. In order to decide this point, we shall first have to go through the events in the chronological order. The workman concerned, admittedly, joined the service of the Bank on probation for 6 months as a typist. He was first posted at the Jagdish Plot Branch vide the Memo (order) dated 30th August, 1973, where he worked for about two months. Then he was transferred to the Bhaktinagar Industrial Estate Branch. It is not very clear from the evidence whether at Jagdish Plot Branch there was much typing work for him. However, after he worked for about a month in the Bhaktinagar Branch, a memo dated 29-11-73 (Ex. 9) was served on him stating that he is not taking his duties seriously so much so that he commits mistakes often and that his typing work is not found satisfactory as it is inaccurate and full of mistakes. He was therefore asked to improve his working. Thereafter, another memo dated 23-2-74 (Ex. 10) was also issued to him stating more or less the same thing. Moreover, it was stated that the matter was referred to the Divisional Office and his confirmation to the post will solely rest on their instructions being received. Then, a further memo dated 26-2-74 (Ex. 11) was issued stating that his work as a typist was not found to be satisfactory and as such his services stood terminated on the expiry of the probationary period viz. on 28-2-74. However, to give him further time to improve and come upto expectation, his probationary period will stand extended upto 31-3-74. Then, by a memo dated 28-3-74, (Ex. 12) he was referred to the previous memos and informed that he has neither learnt accurate typing work nor has he come up to the expectations of the Bank. It was then stated therein that he was given a last chance to equip himself as a Typist and his probationary period accordingly stands extended by further two months from 1-4-1974. It was made clear in this memo that if he fails to accomplish and equip himself as a Typist during that period of two months, he will automatically cease to be in the employment of the Bank from 31-5-74. Ultimately, through the last memo dated 14-5-74 (Ex. 13) he was informed that he had failed to show any improvement in his typing work and therefore his services will stand terminated as on 31-5-1974. Accordingly, his services were terminated from 31-5-74 after office hours vide the memo order (Ex. 14) of the same date.

5. Before scrutinising the documentary as well as oral evidence, I would set out the respective contentions of the parties on the point at issue. It is the contention of Shri M. K. Paul the learned advocate for the workman concerned that the work of the workman concerned was not, in fact, unsatisfactory. He was selected after written test, oral interview and typ-

ing test and his priority number in the waiting list of 11 candidates was as high as 4. However, according to Shri Paul, the only reason for termination of service of the workman concerned was that name of a relative (Shri Trivedi) of the Superintendent in the Divisional Office of the Bank (viz. Shri M. M. Rawal) stood at No. 6 in the waiting list, and in order that Shri Trivedi could get an appointment a false case of unsatisfactory work of the workman concerned was created at the instance of Shri M. M. Rawal. This is a very serious allegation and it will have to be considered with great care whether there were enough materials on the record of the case to prove it. As against that, the stand of the Bank is that no sooner the workman concerned came to the Bhaktinagar Branch, it was found that he possessed very meagre knowledge of typing. Nevertheless, in order to help him to acquire sufficient knowledge of typing, not only was he guided by the superior officers from time to time but his shortcomings were also brought to his notice by way of written memos issued. Further, to enable him to improve, his probationary period was also extended by 3 months which was the maximum limit permissible under the Shastri Award. However, as no improvement was shown, the management had no other go but to terminate his services on the expiry of the extended period of probation. The Bank has strongly denied the allegations regarding malafides on its part, implicating Shri M. M. Rawal, the Superintendent, at the Divisional Office. Shri Chari, the learned advocate for the Bank vehemently argued that this is a case, pure and simple, of a probationer not found fit for the post and hence termination of his service on the expiry of the extended period of probation.

6. In the light of the above contentions, let us now scrutinise the evidence. It is not disputed that the workman concerned was appointed on the post of a Typist and though some small clerical work might have been entrusted to him in the beginning, he was essentially a typist and he was expected to carry out the typing work satisfactorily. However, in regard to the controversy about his typing work, no specimen of the work done by him is on record, and naturally so, since no office would keep on file the originally typed letters which may be shabby and full of mistakes, after they are re-typed. Therefore, in order to decide whether his work was, in fact, unsatisfactory or not, we shall have to look to circumstantial evidence only. The first circumstance which comes to notice is that although the workman concerned was being served with memos from time to time stating categorically that his work was shabby and full of mistakes, etc. he has not once put on record that what the memos stated was not correct and in fact his work was upto the mark. Of course, by the memos he was not required to furnish his explanation but at the same time if, as he says, his work was quite satisfactory, it would have been natural for him to put on record his reply. He knew very well that he was on probation for 6 months and his further continuation and confirmation could be marred by such memos. Still, he kept silence. Further, the workman concerned has deposed that he was driven out in order to accommodate the relative of Shri Raval. He has, at the same time, stated that he had no personal knowledge about this and he came to know about it from the movements in the Bank. This would go to show that at least on the day of the termination of his service, if



not earlier, he know that Shri Raval was at the back of his being driven out. But it is clear from the evidence both of the workman concerned and Shri Raval that on the next day after his termination viz. on 1-6-74, the workman concerned had met Shri Raval to inquire as to why he was terminated and Shri Raval advised him to file an appeal and he did file an appeal as per the guidance of Shri Raval. This conduct of the workman concerned does not lend support to the allegation that he was wrongfully terminated at the instance of Shri Raval. However, Shri Doshi, the workman concerned, further says in his deposition that Shri Raval drafted an appeal for him on which he signed but he was not permitted to read the contents of the appeal. Now the workman concerned is an educated person working in a Bank and it is not at all believable that he would sign any paper without reading its contents. But let us see the contents of this appeal, Ex. 6/10. The following are some extracts from that appeal —

“My present circumstances are such that I could not get the time to join the classes of typing as my old father, mother, younger brother and sister are dependent on me as I am the only earning member and due to their sickness and other internal family problem I was so much worried which has put me in awkward situation, further the security of service was also in danger so my mind was disturbed and could not find any way to solve the problems.

Therefore I have to request you to continue me as typist in your Bank further for two months and give me the last opportunity to improve me. I assure you that within these two months I will try utmost to satisfy you about my work and conduct, come to the expectation of typing speed and accuracy as required by the Bank. If I fail to fulfil all the assurances, you are at liberty to terminate my service from the Bank for which I will not raise any dispute”.

Reading this letter of appeal, there remains no doubt that this appeal was drafted not by Shri Raval, as alleged, but by the workman concerned himself. When that is so, the contents of this appeal itself are clear admissions of his unsatisfactory work. However, this is not all. The workman concerned has also written another letter of appeal to the Bank, (Ex. 16/11) after about 6 months from his termination. Only the following portion in this letter is relevant to the point at issue :—

“My termination had given me a great lesson and I have improved my working a lot and if I will be favoured with one and only one chance to rejoin your institution I assure you that one of my superior or my fellow workers will have any chance to complaint about my working and all of them will be satisfied. Please, therefore, favour me with giving a chance to serve and oblige”.

Signature of the workman concerned on the copy of this appeal is on record (Ex. 6/11). It is not alleged here that somebody has drafted this appeal for him and he does not know its contents. This letter of appeal

read with the previous one leaves no doubt that the workman concerned was, in fact, unsatisfactory. It is true that he was selected from amongst a large number of candidates but looking to the facts and circumstances of this case, grave suspicion arises in regard to the method of selection, atleast so far as the typing test is concerned (because we are concerned only with the typing knowledge of the workman concerned).

7. When the work of the workman concerned, as a Typist, is established to have been unsatisfactory, the allegation about malafides on the part of the Bank would lose its force and it may not be necessary to consider the same. Nevertheless, I have gone through the evidence in this connection and I find no substance in this allegation also. The allegation is that in order to accommodate a relative Shri J. J. Trivedi of Shri Raval, the Superintendent in the Divisional Office, it was decided to get rid of the workman concerned and all the memos were issued in furtherance of his motive and ultimately his services were terminated. Now, Shri Raval has been examined twice. First time, prior to the making of the award of the learned tribunal Shri R. C. Israni (at Ex. 22) and second time (at Ex. 35) after receipt of the Hon'ble High Court's order. In Ex. 22, he has stated that his son was betrothed to the sister of Shri J. J. Trivedi on 13-8-74. In his cross-examination, he stated that the talks for the said betrothal had started 2 to 4 days prior to the date of the betrothal. He then emphatically denied a suggestion that the talks were going on for about 5 to 6 months prior to the date of the betrothal. In his second examination no question about this time facts has been put to him. This means that the case of the workman concerned is that 5 to 6 months prior to the date of betrothal Shri Raval knew the family of Shri Trivedi. However, if we look to the evidence, it is seen that as back as on 17-11-73, the Agent of the Bhaktinagar Branch wrote as under to the Divisional Manager (Ex. 23 (3)) :—

“With reference to your letter of the 8th instant, we beg to inform you that he is not at all accurate in typing. He is committing mistakes often. Moreover, he has completed about one month at this Branch and although officers are guiding him, he is not able to pick up BC work. We are watching his work and are also pointing out the mistakes etc., done by him in day-to-day work. However, if there is any change for the better, we shall report it to you.”

Clearly, this letter dated 17th November, 1973 could not have been engineered by Shri Raval. Then, it is on record that by the memo dated 26-2-74 (Ex. 14), though the work of the workman concerned was not satisfactory, in order to give him further time to improve, and his probationary period was extended by one month viz. upto 31-3-74. Again, by the letter dated 15-3-74 (Ex. 17/5), the Divisional Office wrote to the Bhaktinagar Branch to extend the period of probation by further two months in order to give a last chance to equip himself as a Typist. It is noteworthy that this letter, Ex. 17/5, is signed by Shri M. M. Raval as Superintendent. All these documents leave no doubt that although the work of the workman concerned was found not upto the mark from the beginning, enough opportunity was given to him



to improve and it is only when the workman concerned failed to improve inspite of his probationary period having been extended twice, that his services were terminated on the expiry of the extended period of probation. To my mind, therefore, there is no substance whatsoever in the allegation regarding malafides on the part of the Bank.

8. For the reasons stated above, it is held that the work of the workman concerned viz. Jitendra Nathalal Doshi, as Typist, was in fact unsatisfactory from the point of view of the employer during the period that he was working with the Bank. In this view of the matter, termination of his services on the expiry of the extended period of his probation was quite justified and he would not be entitled to any relief. No order as to costs.

Dated 30-4-1985.

G. S. BAROT, Industrial Tribunal  
[No. L-12012/138175-D.II(A)]

का. अ. 5085 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसूचना में केन्द्रीय सरकार, भारत सरकार के प्रबंधन से संबद्ध श्रमिकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-85 प्राप्त हुआ था।

S.O. 5085.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Union Bank of India and their workmen, which was received by the Central Government on the 9th October, 1985.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT,  
KANPUR.

Industrial Dispute No. 106 of 1978

Reference No. L-12012/54/78-D.II(A): dated 24/27-11-1978

In the matter of dispute between Shri Suresh Chand C/o The Sate Vice President U. P. Bank Employees Union, 3/410 Lekharaj Nagar, Aligarh.

AND

The Assistant General Manager, Union Bank Of India 26-28-D Cannaught Circus New Delhi.

APPEARANCES :

Shri Brijendra Singh for the Workman &  
Shri S. S. Sethi for the Management.

AWARD :

1. The Central Government, Ministry of Labour vide its notification no. L-12012/54(78)-D-II(A),

dated 24/27th November, 1978, has referred the following dispute for adjudication;

Whether the action of the Management of Union Bank Of India in terminating the services of Shri Suresh Chand clerk cum Godown Keeper Saharanpur Branch, of the bank with effect from 7-3-77 is legal and justified? If not, to what relief is the workman entitled?

2. It is common ground that the workman Shri Suresh Chand was employed by the management from time to time on temporary basis as Godown Keeper on the godowns of parties, who had pledged their goods to the bank as security against the loans given to them. For the first time Shri Suresh Chand was employed at the Godown of U. P. Textile Corporation Etawah, vide appointment letter dated 1st March, 1972. The first spell of the temporary employment of the workman came to an end on 27th June, 72, subsequently the workman was employed at the aforesaid godown and finally his temporary service at the said godown came to an end on 6-2-73. Again the workman was employed at the godown of Lord Krishna Textile Mills at Saharanpur with effect from 30-5-73, and continued with breaks and continued to work as godown keeper in the godowns of the aforesaid party till his services were terminated on 7-3-77. It is also not disputed that at the time of termination of the services the workman was paid notice pay and retrenchment compensation amounting to 3½ months salary in compliance with section 25F of the I D Act 1947, treating the termination as retrenchment and reckoning his service as continuous from 28th March 72 to 7-3-77, i.e. 5 years service. The temporary service of the workman had to be dispensed with because the management had decided to post a permanent godown keeper cum clerk at the godown of M/s Lord Krishna Textile Mills Ltd., Saharanpur. The workman Suresh Chand was advised to undergo written test and interview in accordance with the recruitment policy of the bank for regular employment. Shri Suresh Chand did not avail the repeated opportunity of appearing in the test or interview. The workman contended that he should be made permanent on the basis of his temporary employment within his undergoing the written test and interview. It has not been disputed that the Bank has not recruited any temporary godown keeper after the termination of service of the workman. It is further not disputed that Shri Suresh Chand is gainfully employed in M/s. Star Paper Mills, Saharanpur, w.e.f. 1-4-77, where he started with a salary of Rs. 550 and on the date of his deposition i.e. 13-4-85, the workman was getting Rs. 750/- p.m. My attention was drawn to para 499 of the Sastri Award. It is further not disputed that the workman was posted at the godown not of the management bank but at the godowns of the party whose goods were pledged with the bank for loan advances. Para 499 of the Sastri Award lays down as under:

"With regard to godown keepers the workman demand that they should be made permanent after continuous service of one year or total service of

two years if there is a break. We understand that the godown keepers can be classified into two categories; (1) those in charge of godowns maintained by the banks generally in large cities for storing goods belonging to several parties to whom advances are made; (2) those who are required to look after one or more godowns belonging generally to one party to whom advances are made accordingly for a short period's against the goods stored in the borrowers' godown, such as in the case of godowns of sugar mills, ginning factories, grain merchants etc., In the case of godown keepers coming under the first category we direct that the period of temporary service should not exceed one year after the expiry of which they should be placed on the permanent list unless the vacancy itself is temporary one. In the case of persons coming under the second category whose work is of a temporary nature and whose salary and allowances are generally borne by the parties who are owners of the godowns' goods, we do not think it proper to insist upon their confirmation even after the expiry of any definite period, particularly as we understand that their employment are not generally different from those of the permanent employees. We however, recommend that as far as possible such Godown keeper para 20.13 of first bipartite settlement and whose services can be utilised to look after other godowns in the same place or place nearby or in the clerical establishment of the banks should be made permanent after the expiry of one year."

3. Para 20.13 of the Bipartite Settlement lays down that other than being equal temporary workman other than Godown keeper will be given preference for filling permanent vacancies and after selection they have to undergo on probation. For Godown-keeper para 20.13 of first bipartite settlement lays thus;

"Temporary godown keepers and godown watchmen who are required to look after one or more godown belonging generally to one party and whose salary and allowances are generally borne by the parties who are owners of the goods in the godowns, shall, if their work has been found satisfactory and if their services can be utilised to look after other godowns in the same place or other places or in the clerical establishment of the bank, on completion of one year's service, be given preference for absorption in the permanent service of the bank, subject to the bank's recruitment rules, if any".

4. It is argued by the representative for the workman that this para relates to the absorption of the workman in permanent service if work found satisfactory. He has further argued that absorption means permanency with continuity of temporary service as is evident from the recital in para 20.8 of the aforesaid bipartite settlement I do not agree with this argument. The question of para 20.8 of the bipartite settlement would arise if the management decides to fill up particular post of Godown Keeper by a permanent appointment. If after such declaration or the post being permanent, the temporary workman is appointed that appointment should not continue for more than three months within which the bank management will make arrangement for filling up

permanent vacancies and if the temporary workman working on that post is finally selected for filling up such vacancies period of temporary employment will be taken into account as part of his probationary period.

5. The management wanted the workman to appear in written test and interview for permanent absorption in the bank service but when the workman did not avail of the same they terminated his services giving him retrenchment compensation as required under section 25-F of the Act meaning termination for any reason whatsoever as retrenchment. It has been contended on behalf of the workman that he was entitled to advance intimation by virtue of section 19 of O. T. Shop and Establishment Act. The termination of the workman was made by the management in its own right complying with the provision of section 25-F and chapter VA of the I. D. Act. There is no denial that the workman had been in continuous service of the management for over one year and termination being retrenchment the workman was entitled to one month's notice pay and retrenchment compensation. Section 25-ii lays down;

"The provision of this chapter shall have effect notwithstanding anything inconsistent therewith contained in any other law (including standing orders) made under the industrial employment (Standing Orders) Act 1946.

For the removal of doubts it is provided that where under the provisions of any other act or rules, orders or notifications issued thereunder or under any standing orders or under any award contract of service or otherwise a workman is entitled to benefits which are more favourable to him than those to which he would be entitled under this act the workman shall continue to be entitled to the more benefits in respect of that matter notwithstanding that he received benefits in respect of other matters. Under the shop act the workman shall be entitled to one month's advance notice. The workman was given one month's wages in lieu of notice, thus there was no question of workman being entitled to more beneficial benefits besides he has been given retrenchment compensation amounting to pay 3½ months as required under section 25F. Thus there is no question of allowing him any extra benefits for non compliance of sec. 19 of the Shop Act. Thus there is no question of adopting a law which is more beneficial to the workman and the law referred by the workman M/S LIPTON INDIA LIMITED V/S GOKUL CHANDRA wherein it was held : "In a welfare legislation like the one with which we are concerned, if any, particular provision is capable of two interpretation, the one that is more favourable to the persons for whose benefit the legislation has been made shall be adopted, does not apply."

6. Under para 20.13 wherein it is given that the godown keepers can be given preference for absorption in the permanent service of the bank subject to the recruitment rules and that the contention that the work of godown keeper was satisfactory does

not do away with the recruitment procedure. Shri G. S. Baweja the then branch manager has testified that the godown keeper was required to keep the record of all transactions since the party had to operate the godown by keeping the goods in the godowns and withdrawing the same from it. In para 4 of his affidavit he has mentioned about the recruitment policy of the bank. He has proved that the eligible candidates are required to undergo in written test and to appear for an interview held by Central Office of the Bank. He further proved that the workman was not eligible for recruitment as regular in the bank as per norms of the recruitment. Yet the bank in view of the temporary services of Shri Suresh Chand, had agreed to give an opportunity to Shri Suresh Chand to take a written test and also to appear for the interview at Bombay for his regular absorption for the category of clerk. He has averred that he himself spoke the workman and advised him to go through the procedure and requirements of regular employment, to which he replied that he was working satisfactorily for all those years and therefore, there was no need for him to appear in the written test and interview and further remarked as to what was the guarantee that he would not be declared unsuccessful in the test interview. On this point Mr. Baweja was not cross examined at all. Even if he was not cross examined on the point, the facts remain that he did not appear for any written test or interview and insisted his right to be made regular on the basis of his past services.

7. The representative for the management has referred me the ruling *Janardhana (S) Vs. Additional Commissioner for workmen's compensation and another* 1964 I.L.J. page 209 (Madras) High Court, wherein it was held;

"When the employee was specifically told that his services were liable to be terminated without notice and that he was only an emergency employee and that he was not qualified for the post to which he was appointed, the dispensing with of the services of such employees could be said for reasonable cause when as a measure of regular employment qualified employees are selected for such post."

8. It was observed later as follow:

The employees services in the instant case were dispensed with in making room for a better qualified person. When the discharge is on the basis of policy viz that of recruiting qualified personnels in replacement of unqualified persons such discharge would be for a reasonable cause.

9. In para 20.13 of the bipartite settlement it was specifically laid down that permanent absorption in service has to be made subject to the bank's recruitment rules, thus if the management wanted him to appear for test and interview it can not be said that opportunity was not given to the workman and that he has right for absorption in permanent service of the management without appearing in test and interview. In *Orissa Cement Limited. Raiganpur Vs.*

Their workman and another II L.J. page 91, 1959. In this case the services of certain employees were terminated who has failed to pass the wireman's permit examination conducted by the Govt. Department Supreme Court held termination justified in the following words;

"therefore, it is clear that the appellant had acted bonafide and in the interest of the official work in that it had discharged all the wiremen who failed to obtain the necessary permit.

10. But the workman has raised the point that the termination of the workman had been effected by a person lower in rank than the person who appointed him. According to the workman he was appointed by the Deputy General Manager and he was terminated by the order of the Branch Manager, Saharanpur.

11. A perusal of the written statement filed by the workman show any such plea that his termination was by a person lower in rank and on that account the termination is illegal. The question of termination by a person subordinate by which he was appointed has been considered under article 311 of the Constitution of India. No doubt the nationalised bank have been dealt to be stayed within the meaning of article 12 of the Constitution of India i.e. for the limited purposes of applying the fundamental rights mentioned in part III of the Constitution and not applying the provision of chapter 14 under which article 311 comes into play. It is on that account attached in termination made by the banks. In para 522(5) of the *Sastri Award* it is laid down that in case of discharge or termination of an employee whether permanent or temporary as the case may be, in view of sub paras 1 to 4, the order relating to discharge or termination or services shall be in writing and shall be signed by the manager with a copy of such order which shall be supplied to the workman concerned. It was under this provision that the order relating to termination of the workman was signed by manager. The workman did not raise any such objection even in his affidavit or letters dated 9-3-77 or 21-3-77. The representative for the workman has referred to the letter of appointment dt. 30-5-73 signed by Deputy General Manager and contended that only D.G.M. can pass the order of termination. On this point the counsel for the management argued that the letter dt. 30-5-73 came to an end after the close of working hours of 14-7-73 which document has been filed by the workman himself by list dated 12-9-79 and after that day the workman was appointed by the branch manager himself which appointment stood terminated by termination letter sent by the management and coming into effect from 7-3-77. The branch manager was competent to appoint temporary godown keepers. No document has been filed that after 14-7-73, he was appointed by D.G.M. thus conceding the termination should have been made by a person not lower in rank than the appointing authority the workman was appointed by the branch manager and was terminated by the branch manager.

12. It is argued that the workman though designated as Godown Keeper, he was doing all clerical

work and for all intend and purpose was a clerk and should have been absorbed in the clerical cadre. The 'word' godown keeper and godown watchman as defined in para 20.13 of the Bipartite settlement are self evidence. A godown watchman may only be in the nature of crowkidar to keep watch with the goods of the godown which may not be taken out without the consent and knowledge of parties where as godown keeper as to keep a record of the incoming goods and the goods which are taken out. The management witness has admitted that the workman used to maintain a register regarding incoming and outgoing of the goods, and use to make entries therein. Such godown keepers were to be literate persons and it was on this count that in that very para it is mentioned that their services could be utilised in the clerical establishment in the bank on completion of one year. Probably it was on that count that the management required the workman to appear in written test and interview as deposed by the management witness no 2 Mr. Baweja.

13. It is argued by the counsel for the management that the termination letter does not give any reason for termination and simply mentions that the services of the workman is terminated as no longer required. It has been shown by the management that they did not appoint any temporary hand after termination of the workman and the purpose of the termination was to appoint a permanent godown keeper in place of the workman subject to the banks recruitment policy and rules i.e. by taking written test and interview.

14. Coming to the point whether provision of section 25H of the I D Act is attracted in the instant case. There is no such question as in place of workman no other temporary godown keeper was appointed by the management after the termination of the service of the workman. The workman could have a preferential right if a temporary godown keeper was appointed by the bank management. The recruitment of permanent godown keepers would not give right of there employment to ex temporary employees as the two employment stood on two different footings. In this connection my attention was drawn to the ruling Krishna Kutty and Others Versus Kerala State Road Transport Corporation, 1982 I LLN at page 369, wherein it was held;

Nor could these temporary hands be equated to the regular recruits selected by the Public Service Commission, while the Public Service Commission recruits are permanent appointees unlike the petitioners who are only the temporary hands appointed through the employment exchange belonging to a different category their rights stands purely on different footings and can not be equated.

15. Provision of section 25—G & H of the I D Act would further not apply to the cases where temporary hands are terminated and in their places after test and interview suitable persons are selected than the persons who were terminated for want of suitability on the post and those persons so terminated had right to appear in interview and written test and after selection they could say that they were suitable and should be selected. In the case of Hutchiah and others Vs. Kerala State Road Transport Corporation 1983 I LLN page 205 where in it was observed:

That being the true meaning of section 25G of the act it follows that Sec. 25H which provides that the retrenched workman should be preferred for employment against a future vacancy would also not be applicable to and could not be invoked by a workman probationary discharged on grounds on unsuitability. The said section also applies only to persons retrenched on the ground of want of posts and not for want of suitability.

16. The management even after termination of the workman offered an opportunity to him to take test and appear for interview before the recruitment board. The management witness Shri M. K. Dave in his affidavit evidence prove that on 19th December, 78 he received a Telegram from the Recruitment Section of the Head Office Bombay, advising him to instruct the workman Shri Suresh Chandra to appear in written test being held at Bombay on 22-12-78, for recruitment in clerical cadre. He also received a letter for Shri Suresh Chand, the copies of the two letters are on the record. He did not know the address of Shri Suresh Chand as he was no more in the bank's service. He has further proved therein that he tried to contact the workman at his last known address where he was informed that he was living with his brother in law Sri N.D. Sharma and was staying at Bajauriya Niwas Saharanpur. He personally went to contact Shri S.C Sharma on 19th and 20th December, and conveyed the message received from the Central Office Bombay but he could not meet the workman and left the letter at the house of Shri N.D. Sharma. The letter was received by Shri A. K. Sharma son of Shri Suresh Chand's sister, and after the expiry of the date of interview the workman met him and told him that he had gone to Bombay for test as he did not see any purpose in that.

17. In cross examination he admitted that no letter or telegram was sent by post to the workman as telegram was received on 19th and the test was to be held at Bombay on 22nd December, 78. He further admitted in cross examination that personal delivery of the letters is made by sub staff in important cases other can do as in this case, he personally went to serve it. The second management witness Shri S. K. Baweja in his affidavit has averred that a godown keeper was required to be posted at the godowns to keep record of all transaction of placing goods therein and withdrawing the same. He further mentioned that as per the recruitment policy of the bank for permanent absorption the eligible candidates were required to undergo for a written test and to appear for an interview. He has further depose that on advice of the Regional Office he terminated the services of the workman by offering him the drafts towards the notice pay and retrenchment compensation and thereafter posted on one of the regular clerks at the place where the workman was working. In cross examination he has admitted that dealings made from godown is recorded same day in the godown register. The witness was not cross examined on point of recruitment policy.

18. The workman examined himself as W-W-1 and deposed his case of the claim statement. In cross examination he has admitted that he started work in Star Paper Mills Saharanpur as clerk on

1-4-77 on a monthly salary of Rs. 550/- and was now getting Rs. 750/- per month.

19. Management's third witness is Shri N. K. Agarwal. In his affidavit he averred that since Shri Suresh Chand had not availed the opportunity of taking test and interview for absorption in banks clerical cadre his services can no longer be utilised under the circumstances. The Regional Manager's decision to terminate the service of the workman and I was deputed to Saharanpur with a draft letter of termination of his service and at that time Shri Baweja was the manager of Saharanpur Branch. The letter was issued under the signatures of Shri Baweja Branch Manager. In his cross examination he has admitted that D.G.M. of branch is higher in rank to R-M. The question of issuing appointment letter by D.G.M. in favour of the workman to work at Lord Krishna Textile Mills Saharanpur but after the expiry of the period of appointment the subsequent appointment letter was issued by Branch Manager Saharanpur and the termination letter was filed under the signatures of Branch Manager, Saharanpur as required under para 522(5) of the Sastri Award. He has deposed that the workman was given opportunity for test and interview for his permanent absorption thrice one in 76 and then in 79 and lastly in the year 81 but the workman did not avail the opportunity. In 1978 Banking Service Recruitment Board came into existence but the workman never appeared in the written test or interview. The workman had given a supplementary affidavit on 16-8-84 on which he was cross examined wherein he stated that he does not remember that after 12-3-80 he has given any application to the management regarding employment. When his attention was drawn to last para of his earlier application alongwith affidavit he admitted that he had made application for employment in April, 1980. He however, voluntarily admitted that was subject to his right sas case was pending with the Labour Tribunal. He had applied on the information given by Mr. N. K. Pande State Vice President of the Union Bank. He never enquired about that application nor received. He declined that he had no information about Mr. Dave's visit at Bajauriya Niwas on 19th or 20th December. The workman examined Third Witness Shri A. K. Sharma, who gave his affidavit on 31-1-1985.

20. In cross examination he admits that workman was his maternal uncle and that the workman never lived with him at Bajauriya Niwas Saharanpur. He stated that before February, 79 he was in service at Gurgaon and during this period he visited his parents in the above said kothi for Saharanpur for only three or twice. He has further admitted that before signing the affidavit he had seen photo copy of document which did not contain his signatures. In December, 78 no one of the name of Shri A. K. Sharma was there in Bajauriya Kothi. Even conceded for the sake of argument that Mr. Dave did not or could not convey information that the workman was required for test and interview at Bombay on 22nd December, 78, that will not give the workman any right of re-employment or appointment in permanent cadre, but could only be said to be a gesture of

985 GI/85—14

goodwill of the management. Further I see no reason to disbelieve the testimony of Shri G. S. Baweja who himself spoke the workman to go through the procedure required for regular employment. It was for the workman to have found as to when recruitment test for permanent appointment of godown keepers was going to be made after his termination as he was one of the eligible candidates having worked on that post for more than year and was in all respect eligible in view of provision of 20.13 of the Bipartite Settlement.

21. Thus in any view of the matter, the termination of the workman can not be called to be illegal and unjust. His services being temporary and termination having been brought about in a legal manner by paying notice pay and retrenchment compensation and as there was no occasion of sec. 25-H of the I.D. Act as no fresh temporary appointment was made after his termination, the workman is not entitled to any relief.

22. I, therefore, give my award holding that the action of the management of Union Bank of India in terminating the services of Shri Suresh Chand clerk-cum-godown keeper Saharanpur branch of the bank w.e.f. 7-3-77 is legal and justified.

23. I, therefore, give my award accordingly.

R. B. SRIVASTAVA, Presiding Officer  
(No. L-12012/54/78-D.II(A))

का. प्र. 5086—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन में सम्बद्ध विरोधकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-85 को प्राप्त हुआ था।

S.O. 5086.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 9th October, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.

Industrial Dispute No. 5 of 1984

BETWEEN

The Workmen of State Bank of India, Hyderabad

AND

The Management of State Bank of India, Hyderabad.

## APPEARANCES :

Sri P. Venkateswara Rao, President, State Bank of India Staff Association, Hyderabad Circle for the Workmen.

Sri K. Chalapathi Rao, Law Officer, State Bank of India, Local Head Office, Hyderabad for the Management.

## AWARD

The Government of India, Ministry of Labour & Rehabilitation by its Order No. L-12012/270/83-D.II (A) dated 9th February, 1984 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of State Bank of India and their workmen to this Tribunal for adjudication.

"Whether the action of the Management of State Bank of India, Hyderabad in relation to their Secunderabad Branch in retiring Shri Mohd. Ahmedullah, Watchman from service with effect from 31-12-1982 is justified? If not, to what relief is the workman concerned entitled?"

This reference was registered as Industrial Dispute No. 5 of 1984 and notices were issued to the parties.

2. The claims statement filed by the President of the State Bank of India Staff Association, Hyderabad Circle on behalf of the Workman. It is mentioned by Sri Mohd. Ahmedullah that he was retired from service with effect from 31-12-1982 with notice of only one day and the retirement age in the Bank is 60 years in practice, subject to the conditions of good service record and physical fitness. According to him the Bank retired him on completion of only 58 years and though he had a good service record and has been physically fit. According to him the Military Discharge Certificate contained two different columns one for date of birth and another for age and as these two columns entries made by the Military authorities were mutually contradictory, the Bank first preferred to rely on one column and subsequently when the workman made a written request, the Bank wrote to the Military authorities enquiring independently on the ambiguity and the military authorities clarified the correct date of birth and the age. He asserted that the clarification was given to the Bank well in advance by about four months and the Bank had no valid reasons to prefer or rely on the date of birth originally mentioned which was obviously ambiguous. Therefore it is contended that the retirement with only a day's notice is premature and discriminating and amounts to termination of service for no valid reasons and hence is illegal and unlawful. He prayed for reinstatement with back wages and attendant benefits.

3. In the counter the Management contended that the employee was appointed as a Watchman as permanent basis at Secunderabad Branch in 1978 on the basis of Military Discharge Certificate produced by him in which the date of birth was recorded as 1st January 1923. The employee was given extension of service for two years and he was retired from Banks service on attaining the age of 60 years on 31-12-82 as per By-partite Agreement, the workman will be

retired at the age of 58 years. The employee was given two extensions one extension at the beginning of 1981 and the final extension at the beginning of 1982. He has no right to continue after 58 years. The Bank has given him two extension of one year each after he has completed 58 years as per the records submitted by him. So his contention is that his service should further be extended has no force nor is there any provisions of any law for which he can claim it as a matter of right. It is on the basis of the record submitted by the employee, the date of birth is incorporated and he failed there was a mistake, it is his duty to see that it is rectified as early as possible not to wait till he reached the age of superannuation. The Bank has not acted in any arbitrary manner. It is not correct to allege that the claimant is entitled to continue his service till he attains the age of 60 years on par with other workers, there is no necessity to give any notice of retirement. It is not contemplated under law. The question of reinstating the claimant did not arise and the reference should be rejected.

4. On behalf of the Workmen, three witnesses were examined and marked Exs. W1 and W.2. On behalf of the Management one witness was examined and marked Exs. M1 to M12.

5. W.W. 1 is Mohd. Ahmedullah, According to him he joined State Bank of India, Secunderabad Branch on temporary basis in the year 1969 and was made permanent in the year 1971. He was retired from service with effect from 31-12-1982 originally. He mentioned that he was recruited into the Military Service in the year 1943 at the age of 18 years. According to him when there was discrepancy regarding the age the Branch Manager sought clarification from the Military record at Belgaum and recommended his case to the Head Office but he was retired from service from 31-12-1982. According to him in the year 1980 the Management itself brought to his notice about difference of two years found in his age certificate. He admitted in Ex. M1 that he made representations in the year 1980 to the Management requesting for extension of service for one year and under Ex. M2 is the Doctors certificate enclosed to that. Again under Ex. M3 application in 1981 he requested the Management to extend his service for one more year. He volunteered to say that Exs. M1 and M2 got typed by the Management and he was asked to sign in those applications. According to him in 1981 he orally intimated the Branch Manager that there was difference of two years and there upon the Branch Manager granted him leave to obtain service certificate from the Military and that during the leave period he went to Belgaum to bring service certificate from the Military authorities.

6. W.W. 2 is one K. Ramakrishnan. He deposed that the order of retirement was passed by the then General Manager, (Operations) Sri A. P. Mathai on the Workman Mohd. Ahmedulla on 22-12-1982. According to him under Desai Award the members of the Award Staff are normally allowed to continue in Bank service till he attains the age of 58 years as a result of the Bipartite agreement with the All India State Bank of India Employees Staff Federation, the Bank has agreed to raise the age of retirement to 60 years provided the employee concerned continued to

be physically fit and efficient to render satisfactory service. According to him as per the normal practice the Chief Regional Manager had the powers to retire award staff or extend the service. But in the instant case the General Manager exercised the relevant powers as there was no permanent Chief Regional Manager on the date of issuing the retirement orders to Mohd. Ahmedulla. According to him the Chief General Manager is vested with powers under Regulations 71(1) of the State Bank of India Regulations to retire a worker. He mentioned that no notice of retirement is necessary for retiring a person and that normally every employee is aware of leave at his credit and there is no compulsion on the Management side to avail the benefits and to retire earlier than the date of retirement.

7. WW.3 is the Regional Manager, Hyderabad. He admitted the counter signed by him which is filed on behalf of the Management, State Bank of India, Hyderabad. He admitted that there is no general policy wherein the Bank had followed the Government Service conditions that one who joins the service should give about change of date of birth within one year of his joining service. He also admitted that he did not admit Ex.M8. According to him he mentioned about the Government's policy as an analogy and he did not state that the Bank had adopted it and gave instructions in that regard.

8. On the other hand MW.1 Sri T.V.L.N. Chary who is working as Officer in Regional Office since July 1983 deposed that as per the Military discharge certificate issued to Mohd. Ahmedulla his date of birth is entered as 1-1-1923 in the register when he was taken into service and he completed 58 years on 31-12-1980 as per the said record. According to him on the basis of Ex.M1 letter having been satisfied about his good health, they allowed him to serve the Bank for one more year on the basis of the medical certificate Ex.M2 and under Ex.M4 the Branch Manager also recommended for favourable consideration. Again it is his case that the said Mohd. Ahmedulla sought for one more year extension on similar grounds under Ex.M3 and the same was also sanctioned under Ex. M5.

9. While so, when he is seeking for second extension, the Petitioner represented to the Branch Manager on 15th June 1982 stating that there is discrepancy in the discharge certificate issued to him by the concerned authorities and he obtained the revised certificate from the record office of Belgaum and as such he should be given an opportunity to serve them for two more years as he would be attaining the age of 58 years by 31-12-1982. Originally discharge certificate showing the date of birth as 1-1-1923 is marked as Ex.M6. The petitioner produced the copy of the particulars attested by the Secretary, Zilla Sainik Board that on the date of enrolment his age was 18 years as per Ex.M7. The Branch Manager then wrote to the Chief Regional Manager seeking clarification as to which date of birth should be taken in the said circumstances mentioned by the Petitioner.

It is Ex.M8 then the clarification issued by the Record section of the Belgaum Military authorities dated 21st August 1982 showed that his date of birth works out to 1-1-1925 on the basis that he was 18 years old at the time of enrolment, it is Ex.M9. Ex.M10 given by the Petitioner dated 15-6-1982 stating that the date of birth should be treated as 1-1-1925 and Ex.M11 another letter dated 21-10-1982 to the same effect. According to him the Management had already taken a decision by the Bank to retire the Petitioner on 31-12-1982 basing on the original date of birth submitted by him at the time of joining the service. The Banks Circular is marked as Ex.M12. According to V. Rajaram, Branch Manager recommended both extensions and he is no more in service. He admitted that the Banks on consideration of physical fitness and capacity to serve efficiently may grant one or two extensions at the request of the employee. According to him as the date of birth is mentioned 1-1-1923 under Ex.M6 there is no ambiguity as suggested that the person should have been born on 1-1-1925 to complete 18 years when he is shown to be 18 years as on 1-1-1943. According to him the Arithmetic calculation will not arise when the date of birth is given and he admitted that the Secunderabad Branch Manager is superior to him in his cadre, and that he suggested for clarification on the basis of ambiguity.

10. The admitted facts are that Mohd. Ahmedulla was a Military personnel when he was appointed permanently as Watchman on the State Bank of India, Secunderabad Branch in 1978. His service particulars were shown in Ex.M6 which is given by the Military authorities. It is produced by him. It showed the date of enrolment as 1-1-1943 and age on enrolment as 18 years and date of birth as 1-1-1923. Regarding the date of enrolment and date of discharge as shown in Ex.M6 the Zilla Sainik Board record also tallied of course the date of birth is not mentioned in Ex.M7. If the date of birth is 1-1-1923 then he should normally retire after completion of 58 years on 31-12-1980 and it is not in dispute that he was given two extensions on his request under Exs.M1 and M3 basing upon the medical report and also recommendation of the Branch Manager that he is physically fit, hale and healthy and efficient. So if the date of birth is 1-1-1923 as per the Desai Award and By-parte Settlement arrived at between the Banks employees and management, there is no dispute that he would normally retire on 31-12-1982. Now all the problem arose when the person represented that there is discrepancy and ambiguity in the date of birth and that was wrongly stated as 1-1-1923 instead of 1-1-1925 and mentioned that he obtained a certificate from Maratho Light Infantry Regiment, Belgaum, in which his age stated as 18 years old on 1-1-1943 when he entered service and thus his date of birth is 1-1-1925. He wanted the Management to get the date of birth altered as 1-1-1925. This is shown under Ex.M10, which is the letter written by him to the Branch Manager. He also enclosed the other letter addressed to the Branch Manager dated 21-12-1982 marked as Ex.M11 in this regard. The



the Management instead of saying that it is all unnecessary and that they banked upon the particulars in Ex.M6 showing date of birth as 1-1-1923 as final they wrote to the Maratha Light Infantry Regiment, Belgaum by their letter reference No. 26/BMS/19 dated 11-8-1982 for which a reply was sent by the Assistant Record Officer which is the document marked as Ex.M9. It mentioned that the Medical authorities assessed the said Mohd. Ahmedulla at the time of enrolment on 1-1-1943 and stated that he was 18 years old at the time of enrolment and accordingly his date of birth was worked out to be 1-1-1925 and the same reflected in the discharge certificate record issued by the Headquarters Andhra Independent Sub-Area, Secunderabad. Without further verifying that the duplicate copy of the said substitute discharge certificate which was held by the individual might have mis-lead the Bank to note the date of birth as 1-1-1923 instead of 1-1-1925, they further clarified that the duplicate copy of the substitute discharge certificate issued by Headquarters, Sub-Area, Secunderabad had been withdrawn by the Office on 28-5-1982 at the time of issuing fresh certificate particulars and they mentioned that they regretted the mistake. They maintained that as per the records of the office Mohd. Ahmedulla date of birth works out to 1-1-1925. On this the then Branch Manager Sri Nukaraju wanted advice from the Chief Regional Officer whether the date of birth to be changed 1-1-1925 as per the service particulars certificate issued by his letter dated 16-9-1982. The same is marked as Ex. M8. Exs.M8 and M9 and M10 and M11 are furnished by the Management themselves. It is clear that the Management wrote a letter on 11-8-1982 (See Ex.M9) and sought the clarification and the Maratha Light Infantry records office, Belgaum mentioned that he was medically assessed by the authorities when he was 18 years old at the time of enrolment and worked out his date of birth as 1-1-1925 and there is no other documentary evidence contra to it and it there is a mistake in issuing a duplicate copy of the substitute discharge certificate they regretted very much for the inconvenience. So the employee Mohd. Ahmedulla had no access to the records of the Maratha Light Infantry Regiment maintained by the Record Officer and when Ex. M6 is produced by him which contain the duplicate copy of the substitute discharge certificate which admittedly contained wrong date of birth noted as 1-1-1923, the said Mohd. Ahmedulla cannot be found fault or cannot be said to be an author of the said date of birth. He never gave date of birth as 1-1-1923 if Mohd. Ahmedulla gave date of birth in his own hand-writing on 1-1-1923 at any time at the time of entering his service particulars, he can be cornered and it can be said that he himself gave the date of birth as 1-1-1923 and he cannot go back that too after two extensions on the basis of his own date of birth given by him. One should not forget that the date of birth under Ex.M6 is not the date of birth given by Mohd. Ahmedulla. It is a date of birth found wrongly worked out as ultimately found from Exs. M8 and M9 from the Military records which is self-explanatory. Ex.M9 clinches further to show when he was enrolled on 1-1-1943 in the Military service, the medical authorities assessed him physically and medically as 18 years

old at the time of enrolment and thus they worked out the date of birth as 1-1-1925. So in the official record his date of birth is only 1-1-1925. The Military authorities who maintained the records are bound to give the correct extract of the date of birth either worked out by themselves or found from the record. The records as admitted under Ex.M9 contained the date of birth worked to be 1-1-1925. So if they have given by mistake a wrong entry in Ex.M6, M8 and M9 show the correct facts required to arrive at what is the correct date of birth maintained in the records. It is admitted that he had no date of birth of his own from the Registration of Birth and Death office. It is not the case of the Management for a moment that 1-1-1923 is given by him in any of his letters Ex.M1 and M3. Basing upon Ex.M6 entered that his date of birth was 1-1-1923 which was evidently wrong he was seeking extension under Exs.M1 and M3 and he also mentioned that he wrote those letters for getting extension as typed by the Manager. Even in Exs.M1 and M3 it is not mentioned by him that his date of birth was 1-1-1923. This date of birth 1-1-1923 is the basis given by the substitute discharge certificate to him and it is admitted to be a mistaken record given by the Military authorities who maintained the official records. But they worked out on the basis of medical assessment as he was 18 years of old and certified that his date of birth was 1-1-1925. So the employee Mohd. Ahmedulla had no hand in saying that his date of birth is 1-1-1923 and now seeking to be correct as 1-1-1925. It is a mistake that has crept in an under Ex.M9 the Military authorities who maintained the records corrected it and also they certified to note that Mohd. Ahmedulla's date of birth is 1-1-1925 and not 1-1-1923. Therefore when the employee had no hand in the date of birth maintenance or preparation of duplicate discharge certificate M6 which is produced under Ex.M6 he cannot be bound under a wrong entry that his date of birth was only 1-1-1923 when the Military Authorities who issued a discharge certificate themselves committed mistake and clarification was also sought by the Management after the employee addressed Exs.M10 and M11 letters. The Management could have stopped rejecting Exs.M10 and M11 letters but they pursued the matter by writing a letter to the Military authorities as they could also evidently see that there is ambiguity when he produced the correct information. So this is an error apparent on the record and the employee had no hand in the maintaining the records or any assessment of his age on 1-1-1943 when he was 18 years old at 1-1-1925. Therefore for all practical purposes Ex.M8 and M9 would show that the Management in all their seriousness wanted to know the correct fact about the contents of Exs. M10 and M11 given by the Military though at a late hour. It is not an ignorance of law in the instant case. It is a mistaken date acted upon by all concerned and that mistake was typed mistake as could be spelled out from the substance of Exs. M8 and M9 for which the employee is not an author. So on a careful consideration of the entire evidence it must be held that his actual date of birth worked out will be 1-1-1925 and not 1-1-1923 and it cannot



be interpreted that the employee gave date of birth as 1-1-1923 at any moment.

11. Thus on a careful consideration, the action of the Management of the State Bank of India in relation to Sri Mohd. Ahmedulla, Watchman in retiring him from 31-12-1982 is not justified having received such clarification four months in advance of his retirement when in the normal circumstances he is entitled under the Desai Award and By partite Settlement for two more years extension as a matter of course i.e. upto 31-12-1984. The Management themselves had given him extension thinking that his date of birth is 1-1-1923 for two times, each time for one year as borne out by the records. Unless he is physically disabled and unless he is stated to be inefficient. These two years extensions is a matter of course. It is not the Managements case even now and it is not whispered in the arguments also that he was physically unfit or that he was inefficient to be given two years extension as per the Standing Orders. The Management greatly relied upon Ex.-M12 to say that they followed the guidelines issued by the Indian Banks Association. It is mentioned that an affidavit signed before the Magistrate cannot be a substitute for the certificate of birth issued by the competent authority. In the instant case the competent authority who issued a discharge certificate on whose certificate the appointment is given to the employee, itself admitted and regretted that they gave a wrong date of birth as could be seen under Ex.M9. Therefore Ex.M12 had no application to the present facts. Even the circular stated once a date of birth furnished by an employee at the time of appointment is accepted and entered into service record by the appropriate authority it shall not be subject to any alteration. The very authority who issued a certificate worked out the date of birth on the basis of medical assessment of the person and the original records maintained by the Military authorities at Bangalore showed that the date of birth given by them was erroneously given. So it is not a date of birth furnished by the employee from his knowledge which is binding upon him. It is a record of service entries furnished by some recognised authority and they wrongly typed the date of birth and it will not come under the meaning attributed to the date of birth furnished by an employee. In the instant case that Ex.M6 contained various particulars given by the Military authorities while discharging him and in that they gave the date of birth as 1-1-1923 instead of giving it as 1-1-1925 as admitted by him. The furnishing authority of such information is not the employee and it is somebody else. Therefore when there is such a clear record maintained by the military authorities and the ambiguity in retiring the Bank employee is clarified by their certificate under Ex.M9 and when Ex.M6 certificate contained two different columns one for the date of birth and another for age and when the Military authorities themselves accepted that there is mutual contradiction and gave correct statement of the date of birth and regretted for the mistake it is not correct to say that the claimant is not entitled to continue in service till he attains

the age of 60 years on the basis that his date of birth is 1-1-1925. Therefore the Management is not justified in retiring Sri Mohd. Ahmedulla, Watchman from service with effect from 31-12-1982 having received such clarification four months before such retirement.

12. As on today Sri Mohd. Ahmedulla even if the two years period is added stands retired by 31-12-1984 by virtue of this date of birth. Therefore he is entitled to only all back wages and other attendant benefits from 1-1-1983 to 31-12-1984 for a period of two years. The Management cannot work out a typical typographical mistake which was regretted by the Record Office of the Military authorities to the dis-advantage of the workmen and say that he had no matter of right to continue till the age of 60 years. Having given him the benefits of extension of years on the mistaken date of birth following the Deasi Award and Bypartite Settlement it amounts to discrimination and also amounts to termination of service for no valid reasons and the same is illegal and unlawful. The Management had received clarification from the Military authorities from the original records maintained by them by a letter Ex.M9 dated 31-8-1982 and the Branch Manager sought for clarification from the Chief Regional Officer on 16-9-1982 under Ex.M8. Of course the General Manager is superior to the Chief Regional Officer but he did not apply his mind when he passed the order one day before 31-12-1982 that the date of birth was 1-1-1925 fixed by the Military authorities and that is the only date of birth on which their original appointment arose and that the date 1-1-1923 was only a mistake committed in typing. Therefore the employee is entitled to continue in service till he attains 60 years of age as any other workman and he is entitled for all the benefits and back wages.

13. Incidentally it is pointed out by the Workmen Representative Sri P. Venkateswara Rao, in his Memo dated 9-9-1985 that the period of his absence from the Bank while appearing for the aggrieved workman on all the dates when he was present before the Tribunal as on duty and the same should be treated as duty leave for the purpose of his emoluments and service conditions. I find that the said request is justified and reasonable and when he is representing the employee being a Representative. I therefore hold that on all dates when he appeared before this Tribunal on behalf of the worker should be treated as authorised leave and the Management adjust his leave account appropriately and he should not be treated as an employee being on unauthorised leave for those dates of appearance before this Tribunal.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of September, 1985.

Sd/- Illegible  
INDUSTRIAL TRIBUNAL.

## APPENDIX OF EVIDENCE.

Witnesses examined for the workmen.

1. W.W. 1 Mohd. Ahmedullah.
2. W.W. 2 K. Ramakrishna.
3. W.W. 3 N. V. Naidu.

For the Management.

1. MW. 1 T. V. L. N. Chari.

Documents marked for the workmen.

1. Ex.W.1 By Consent.—Photo Stat copy of the letter dt. 29-12-82 addressed by the Branch Manager, State Bank of India, Secunderabad to Mohammed Ahmedullah, Watchman with regard to his retirement from the Bank's Service with effect from 1-1-83.
2. Ex.W.2 By Consent.—Photo Stat copy of the telegram dated 30-12-1982 issued by State Bank of India Secunderabad to Mohd. Ahmedullah.

Documents marked for the Management.

1. Ex.M.1.—Representation dt. 24-12-80 made by Md. Ahmedullah, Watchman, to the Branch Manager, State Bank of India, Secunderabad.
2. Ex.M.2.—Medical Certificate dt. 24-12-80 issued by Dr. M. S. Acharya to Md. Ahmedullah.
3. Ex.M.3.—Representation dt. 22-8-81 made by Mohd. Ahmedullah, to the Regional Manager, Region-I, State Bank of India, Hyderabad Local Head Office.
4. Ex.M.4.—Letter dt. 24-12-80 addressed by Branch Manager, State Bank of India, Secunderabad (916) to the Regional Manager, State Bank of India, Region-I, Hyderabad LHe in view of the representation submitted by Mohd. Ahmedullah.
5. Ex.M.5.—Letter dt. 19-9-81 addressed by Branch Manager, State Bank of India, Secunderabad to the Regional Manager, Region I State Bank of India, Regional Office, Hyderabad with regard to subordinates staff.
6. Ex.M.6.—True copy of the letter No. 7-33-233/HSF/71 dt. 31-7-71 addressed by M. A. Varappa captain, Andhra (Independent) Sub area Secunderabad-x10 to Records the Maratha LI Belgaum with regard to issue of substitute discharge certificate to ex-No. 55362 Sepoy Mohd. Ahmedullah 2 RI.
7. Ex.M.7.—True copy of the Service particulars No. 55362 Sepoy Mohd. Ahmedullah of 2 RI.
8. Ex.M.8.—Letter dt. 16-9-1982 addressed by Branch Manager, State Bank of India, Secunderabad, to the Chief Regional Manager, State Bank of India, Regional Office, Hyderabad with regard to Staff subordinates.

9. Ex.M.9.—Letter No. 55362/HLTB/44/NE 15 dt. 31-8-82 addressed by Rajendra Singh 2/Lieut Assistant record officer to the Branch Manager, State Bank of India, Secunderabad (A.P.) with regard to Service particulars certificate of Mohd. Ahmedullah.

10. Ex.M.10.—Letter addressed by Mohd. Ahmedullah Watchman to the Branch Manager, State Bank of India, Secunderabad with regard to correction of date of birth.

11. Ex.M.11.—Representation made by Mohd. Ahmedullah to the Branch Manager, State Bank of India, Secunderabad.

12. Ex.M.12.—Staff circular No. 69 dt. 3-5-84 issued by General Manager, (Operations) State Bank of India, Personnel Department Local Head Office, Hyderabad, to all Offices in Hyderabad circle with regard to capsule of previous instructions.

J. VENUGOPALA RAO,

Industrial Tribunal.

[No. L-12012/270/83-DII(A)]

नई दिल्ली, 16 अक्टूबर, 1985

का. जा. 5087—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकारी, स्टेट बैंक ऑफ़ हैदराबाद के प्रबंधकों से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच प्रमुख में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, बंगलूर निष्पत्ति को प्रस्तुत करती है, जो केन्द्रीय सरकार को 7-10-85 को प्राप्त हुआ था।

New Delhi, the 16th October, 1985

S.O. 5087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of Hyderabad and their workmen, which was received by the Central Government on the 7th October, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL IN  
KARNATAKA, BANGALORE

Dated this the 23rd day of September, 1985.

PRESENT :

Shri R. Ramakrishna, B.A., B.L.,—Presiding  
Officer.

Central Reference No. 21/1984

I PARTY

Shri Mehboob Patel,  
H. No. 11/1866,  
Vidyanagar,  
Gulbarga.

Vs.

II PARTY

(a) The Managing Director & Chairman,  
State Bank of Hyderabad,  
Gunfundry, Hyderabad.

- (b) The Regional Manager,  
Region VIII,  
State Bank of Hyderabad,  
Super Market, Gulbarga.

#### APPEARANCES :

For the I Party : Sri Avanti Sooganna, Deputy  
General Secretary, State Bank of Hydera-  
bad Employees Association.

For the II Party : Sri K. Kasturi, Advocate,  
Bangalore.

#### REFERENCE

(Government Order No. L-12012-45/84-D, IIA  
Dt. 4-6-1984)

#### AWARD

The Government of India having satisfied that an Industrial Dispute exists between the above parties exercising the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act 1947 has referred this matter for adjudication on the following schedule :

#### SCHEDULE

“Whether the action of the management of State Bank of Hyderabad in relation to its Gulbarga Branch in not absorbing in Banks' service Shri Mehtooob Patel, sub-staff and terminating his services from 31-1-82 is justified? If not, to what relief is the workman concerned entitled?”

2. The I Party workman being represented by the Deputy General Secretary of State Bank of Hyderabad Employees Association has filed this claim statement contending that the workman has served in the institution as a peon for a period of 74 days from 4-10-1979 to 17-3-1980 at Super Market Branch, Gulbarga and 406 days from 12-3-1980 to 31-1-1982 as a Peon at Sangameshwar Nagar Branch, Gulbarga. He has further contended from 1-1-1981 to 31-12-1981 without any break except 15 days he has worked continuously and he has been assured that he will be absorbed in regular services. Leaving their assurance, he has been terminated without any notice on 1-2-1982 and in this regard he has raised the management at several times orally and in writing without any success.

3. He has further contended that the wages are paid to him as per the scales applicable to his cadre including bonus as per Annexure-II, though there was clear vacancies in the branches, the management without taking those things into account have terminated him without complying Section 2(00) of the Act which amounts to illegal termination.

4. He has further contended inspite of Circulars No. PF 58/1976 and PER/12 of 1977, they were not implemented in his case and they have also not maintained seniority for eligibility to the appoint-

ment and appointed their own persons even though they have not worked upto 90 days in the Bank. This Act is violative of the Hon'ble Supreme Court directives on the Section 25G and 25H of the Act, this amounts to unfair labour practice by the management.

5. He has further contended that due to this he has raised a dispute before the conciliation authorities and during the pendency the Regional Manager offered a temporary post on half wage basis for a period of 3 months, which he has not accepted as his request through out is for reinstatement on permanent basis. It is further contended that the II Party is not continuously participated in the proceedings hence an ex-parte order was made and referred this dispute for adjudication. It is further contended that he had the capacity of fulfil the norms and conditions for the cadre prior to his termination and he was also medically fit and worked to the fullest satisfaction of the superiors during the course of his employment. Hence he prayed for reinstatement in a permanent services of full scales in the cadre of Peon from the date of termination and payment of back wages and cost of this litigation.

6. The II Party in their counter statement have denied the averments made in the claim statement and contended that the I Party was working at Super Market Branch and Sangameshwar Nagar Branch of the Bank during the year 1979 to 1982.

7. In para 4 of the counter statement they have contended that after examining the case of the I Party it is found that he had worked for a period of more than 240 days during the year 1982, and in the circumstance of this temporary employee he had been offered appointment on behalf scale wages at the first instance which he had refused to accept and in the meanwhile initiated conciliation proceedings and he was entitled for re-employment only on half wages in view of this particular case and accordingly he was offered the said appointment. They have further contended that the I Party had refused to accept the employment on half scale wages, hence this dispute is not maintainable and he is not entitled for regular employment on full wages nor back wages for the period before reinstatement.

8. After the case was proceeded to record the evidence, the II Party have filed an application for the amendment of their counter statement which was allowed after taking the consent of the I Party representative and the counter statement was amended at para number 4 as hereunder.

9. The Respondent Bank after examining its records, found that he had worked for 6 full days and 14 half days in the year 1982 and not 240 days as mentioned in para 4 of the counter statement. The I Party has worked for 240 days from 1980 to 1982 and not worked continuously, the break-up figures are given as follows :

1. Appointed temporarily on 12th March, 1980.
2. In 1980 he worked for 57 full days and 67 half days.

3. In 1981 he worked for 89 full days and 173 half days.

4. In 1982 he worked for 6 full days and 14 half days.

10. On these pleadings there is only one additional issue has been framed for determination to consider along with the points of dispute :

#### ADDITIONAL ISSUE

Whether the II Party proves that they have offered the work to the I Party workman on half scale wages and hence this dispute is not maintainable ?

11. To prove the respective stands taken by the parties the II Party have examined the Desk Officer and on behalf of the workman he has been examined by himself and the evidences are closed. The parties also relied on some of the documents which have been marked as Exhibits.

12. MW-1 the witness for the II Party has deposed that he knows Mahaboob Patel who was working at Sangameshwar Branch from 12-3-1980 to 31-1-1982 as a temporary peon. He has further deposed the working of the Mahaboob Patel was not a continuous one and he has not been worked from 12-3-1980 to 31-1-1982 continuously. In the first instance from 12-3-1980 to 30-12-1980 he has worked 57 full days and 66 half days. (2) from 1-1-1981 to 31-12-1981 he has worked 89 full days, 173 half days. (3) from 5-1-1982 to 31-1-1982 he has worked 6 full days and 14 half days.

13. He has further deposed that the workman has asked bank to absorb him as a permanent employee which they have not able to offer and on 9-12-1983 they have offered temporary appointment as a Peon, on half pay basis for a period of 3 months but the workman has refused to accept. He has further deposed Half Scale Wages means offering a person to work half of the daily working hours. Mahaboob Patel was appointed on a temporary basis against the leave vacancy by the Manager on the powers vested to him. He has further deposed that on 1-6-1985 the management have taken a decision to offer permanent employment on half scale wages, provided he joins immediately and no back wages be paid.

14. The witness further deposed that he has prepared a statement as per Ext. M-1 showing the number of working days by the I Party. The half wage paid to the I Party on the last working day was Rs. 9.22 paise. In view of the workman working as a casual labourer, the bank has not maintained any muster-roll for taking his attendance.

15. In the cross-examination of this witness it is elicited that he is not aware how many casual employees appointed at different branches after 31-1-82, he was also not aware how many permanent employees have been appointed from that date. He has accepted the fact that a letter Ext. W-1 has been issued from their office and the names mentioned

therein are working on scale wages in the place of permanent scale wages and is not aware whether those employees have worked for more than 240 days as casual employees before their selection. It is further elicited that he is not aware that this appointment is direct or through Employment Exchange. He is not aware that the employees appointed under 1/3 wage scale basis were appointed directly by the Bank are sponsored by the Employment Exchange. He has further deposed that they have not maintained the seniority list of temporary employees as per the circular P. R. 12/77 marked as Ext. W-2. He has further stated that the Bank has offered a temporary job for a period of 3 months on half scale wages as per Ext. W-3.

16. Against this evidence, the workman has deposed that after he has been stopped from work he made representations and he has raised a dispute and II Party has not appeared before conciliation. On 17-12-1983 the management have offered a temporary job for 3 months on half wage basis which he has not accepted. Though he has worked full day on some times the management have calculated as half day, hence he requested for reinstatement with back wages and consequential benefits.

17. It is elicited in the cross-examination that he was working as casual worker and the work used to be offered to him whenever there is work. No appointment order issued and he was not getting the leave and other benefits, not signing the attendance register meant for permanent employees. It is further elicited the remuneration used to be paid to him against vouchers and some times that payment used to be made once in a week. He has signed in the payment register and he has worked as per Ext. M-1. On last working day he worked on half pay basis and used to get on an average of Rs. 9.20 paise on half pay scale basis. He has denied the suggestion that he has not worked 240 full days in any year. The Bank has offered him last month the appointment on permanent basis on half scale basis which he has not accepted. As the Bank was not agreeable to pay back wages.

18. What emerges from the above evidence is that the I Party workman was offered to work as a temporary peon from 12-3-1980 to 31-1-1982 with some breaks in the continuity of service. It is an undisputed fact that in the year 1980 he worked for 57 full days and 67 half days, in 1981 he worked for 89 full days and 173 half days and in 1982 he worked for 6 full days and 14 half days. It is also not in dispute that after his stoppage from the work he has referred the matter to conciliation and during the course of conciliation the II Party has offered the I Party 3 months temporary employment on half scale wages which was not accepted by the workman. The witness for the II Party has stated in his evidence that on 1-6-85 the management have taken a decision to offer permanent employment on half scale wages without back wages. When this was offered to the workman he has refused to accept as he want a permanent employment with full scale wages and arrears of back wages. It is also come in evidence

that after termination of this workman the Bank has appointed One Viswanath Ambusa, Srihari, Ananth Joshi, and Smt. Revamma on scale wages in the place of permanent scale wages and he is not aware whether they have worked more than 240 days as casual employees before the present selection.

19. The above facts goes to show after termination of the I Party workman the Bank did appointed several persons in the cadre of sub-staff ignoring the service rendered by this employee as a temporary peon.

20. With regard to the continuous service of 240 days in a year this workman worked for 89 full days and 173 half days during the year 1981. The learned counsel for the II Party has maintained that half working days should not be taken as full day for the purpose of computation and hence the workman has not worked 240 days in any year. Against this submission the authorised representative for the I Party has contended that for the purpose of computation half day should be taken as full day as the workman will not be aware, whether this half day work relates to the work in the forenoon or afternoon.

21. Section 25B of the Industrial Disputes Act, for the purpose of lay-off and retrenchment defines the term continuous service in the first instance that he shall be deemed to be in a continuous service under an employer for a period of 12 calendar months proceeding the date with reference to which calculation is to be made has actually worked under employer for not less than 240 days. In Ext. W-2 which is a circular connected to absorption of existing temporary employees, it is defined that a workman would be deemed to have completed one year's continuous service if;

- (a) the period between the date of initial appointment and date on which his services were last terminated is atleast 12 calendar months, and
- (b) during this period, he has worked for more than 240 days in any 12 calendar months.

It is further stated that for the purpose of calculating the number of days no distinction should be made between temporary and daily wage appointments. The witness for the II Party has stated in his evidence that half scale wages means offering a person to work half of the daily working hours, this fact has not been denied by the I Party workman.

22. The Act for purpose of computation of working days does not define that working of 2 half days in 2 days shall be computed as one day for the purpose of this calculation. This fact find support in the pleadings of the II Party at para No. 4 before its amendment by a subsequent application that the I Party has worked for a period of more than 240 days during the year 1982. Though in the amendment the II Party has prayed this Court to amend the counter statement incorporating the number of half days and full days worked by this workman during his service, they never able to convince this Court that 2 half working days should be computed as one day for purpose of calculation. The II Party

985 GI/85—15

have not produced the original offer of appointment dated 12-3-1980, what is meant by half scale wage basis. The subsequent appointment order Ext. M-2 dated 9-12-1983 also does not define what is meant by half scale wages. Since this workman has stated in his evidence that the II Party use to offer him work whenever there is work, clearly shows that the workman should present before the Bank to get his work on every working days before starting of the Bank hours. This analogy goes to show that the workman used to be present before the Bank on each working day and in the absence of the work offered to him relates to forenoon or afternoon. We have to compute that each half working day as full day for the purpose of defining the term continuous service. Since the Act not prohibited that half day work should not be computed as one day for the purpose of calculation, I find no reason to accept the contentions put forth by the counsel for the II Party that 2 working half days should be computed as one day. Hence in 1981 the total number of working days of this workman is more than 240 days.

23. Since the term workman define in Section 2(s) of the Act does not exclude a temporary employee as not a workman, there is also violation of Chapter V'A' and V'B' of the Industrial Disputes Act. Since the condition of employment of a Bank employee is governed by various award and bipartite settlement, I find it not necessary to go into the question of deciding the violation of Section V'A' and V'B'.

24. The 1st, 2nd and 3rd bipartite settlements, where the II Party Bank is also a party, dealt with temporary employees under Chapter XX clause 20.7 and 20.8 as follows :

20.7. In supersession of paragraph 21.20 and sub-clause (c) of paragraph 23.15 of the Desai Award, "Temporary Employee" will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman.

20.8. A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period.

25. This settlement also suggested certain remedial measures under clause 20.9 to 20.12 as follows :—

20.9. Any temporary workman (other than a godown-keeper or godown-watchman), who

was in the employment of a bank on or after 1st June, 1965 and ceased to be in the service before the date of this Settlement will on his applying to the bank for employment within a period of three months from the date of this Settlement be taken up as a confirmed workman irrespective of his qualifications if he satisfies the following two conditions :—

- (i) that he did not fall within the definition of "temporary employee" as above.

AND

- (ii) that he had on the date he ceased to be in the bank's service already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 240 working days.

20.10. Any temporary workman (other than a godown-keeper or godown-watchman) who is on the date of this Settlement in a Bank's service will be treated as a confirmed workman irrespective of his qualifications if he satisfies the following two conditions :—

- (i) that he does not fall within the definition of "temporary employee" as above.

AND

- (ii) that he had already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 240 working days.

20.11. Any temporary workman (other than godown-keeper or godown-watchman) who is, on the date of this Settlement in a bank's service will if he is not covered by the preceding clause be taken up on probation if he satisfies the following three conditions :—

- (i) that he does not fall within the definition of 'temporary employee' as above.

AND

- (ii) that, if in the clerical cadre he is at least a matriculate or its equivalent.

AND

- (iii) that he has already worked for a continuous period (ignored breaks in service not exceeding 15 days at a time) aggregating 120 days.

20.12. Other things being equal temporary workman (other than godown-keeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation.

26. The Bank also issued a circular Ext. W-2 indicating thereon, the methods to follow for absorption of existing temporary employees. In this circular it was particularly suggested that all eligible employees

appointed on temporary basis should be given appointments from time to time till they are permanently absorbed and no breaks in service would, however, be necessary. It also suggested for the extension of temporary service until such time recruitment tests are held and list of suitable candidates are drawn up.

27. By reading this circular in the back-ground of bipartite settlements the I Party workman is entitled to be considered for a permanent vacancy by making proper tests when such vacancies arises. There is also evidence that after termination of this workman 4 appointments were given to his category of work, who appears to have not put in 240 days of continuous service in a temporary category before such appointments. There is also no evidence by the II Party, whether the I Party workman has taken under clause 20.7 or 20.8. Since the further appointments of four persons was subsequent to the termination of this workman it should be presumed that he has been taken under clause 20.8. In view of the above facts the non-acceptance of the I Party workman for a temporary period of 3 months appointment on half wage basis does not render this dispute has not maintainable. Hence the additional issue is answered accordingly.

28. With regard to back wages claimed by the I Party workman it seems to be a difficult task for computation. In view of the fact that the II Party used to offer him the work some times full day and some times half a day. It is in the evidence that on 31-1-1982 the last day of his working he has worked on half wage basis and his remuneration on that day was Rs. 9.20 paise. Even if we take 240 half wage basis day works out to Rs. 2,208.00 per year. Since the workman has been deprived his work from 31-1-1982 it works out to more than 3½ years. Hence in all fairness a sum of Rs. 5,000 can be awarded towards back wages. Since I cannot order for continuity of service, I hold that the action of the management in not absorbing Mahaboob Patel from 31-1-1982 is not justified. The Tribunal has not considered the decisions cited by the learned advocates in view of the express provisions contained under bipartite settlements.

#### AWARD

The services of Mahaboob Patel should be restored on a permanent basis in the category in which he was working on full wage scale basis from the date of publication of this award and he should be paid a sum of Rs. 5,000 towards his back wages. There is no order as to cost.

(Dictated to the Stenographer, transcribed and typed by her and corrected by me.)

R. RAMA KRISHNA,

Presiding Officer

[No. I-12012/45/84-D.II(A)]

का आ 5088,—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 7-10-85 प्राप्त हुआ था।

S.O. 5088.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 7th October, 1985.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUS-

TRIAL TRIBUNAL CUM LABOUR COURT

Industrial Dispute No. 237/1985

Reference No. L-12012/191/84-D-II (A) dt.

Kanpur, the 13th March, 1985

In the matter of dispute :

BETWEEN

Shri Parbhu Singh S/o Shri Fatch Singh resident of  
Village Milak Mandhaiya P. O. Kharkhauda District  
Meerut ;

AND

The Regional Manager State Bank of India Regional  
Office, Garh Road, Meerut.

APPEARANCES :

Shri S. L. Garg for the management &  
Shri R. P. Sharma for the workman.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/191/84-D-II(A) dated 13th March 1985, has referred the following dispute for adjudication :

Whether the action of the management of the State Bank of India Meerut Region, in terminating the services of Shri Prabhu Singh as Guard at Begum Bridge Branch wef 2-1-1984 and not considering him for further employment while engaging fresh hands is justified? If not, to what relief is the workman concerned entitled ?

2. It is common ground that the workman worked as Guard in one of the branches of the management bank and worked for a total period of 206 days and was terminated with effect from 2-1-1984.

3. The whole question is whether this termination was justified with engaging fresh hands in view of the provision of sec. 25H of the ID Act. It is further not disputed that no notice for 14 days was given to the workman before termination and pay in lieu of notice. It is argued on behalf of the workman that appointment of the workman being temporary, he was entitled to 14 days notice in view of para 522(4) of the Sastri

Award and if for want of the same, the termination is illegal and void ab initio. It is further not disputed that one Shri Haidar Ali was appointed as guard after the termination of the services of the workman, Rule 78 of the I D Act on the point of re-employment of retrenched workman lays down ;

Atleast 10 days before the date on which the vacancy are to be filled the employer shall arrange for the display on the notice in a conspicuous place in premises of the industrial establishment, details of those vacancies and shall also give intimation of those vacancies by registered post to every one of the retrenched workman eligible to be considered therefore.

4. It is not disputed that no intimation by registered post was given. The management however avers that the workman was intimated through a telegram at the address given by the workman. A perusal of the telegram filed by the management shows that the address of the workman given therein is wrong in as much as post office has not been mentioned and Tehsil has wrongly been given. In the reference order the address of the workman is P O. Karkhaunda, and in the statement of claim the same is written by management and in the letter dated 26-6-82 written by the management itself and filed as Annexure M-2 to the written statement also shows that in the address of workman post office as Karkhaunda. The letter dated 23rd July, 1985 sent by the management to the workman to appear for interview for selection on 27th July, 1985 also sent at the wrong address of Tehsil Sardhana. It was not enquired from the workman if his tehsil was Sardhana. The management has failed to substantiate that the address of the workman in which Tehsil Sardhana is written was correct address or by filing any of the document giving his address only post as mentioned as karkhaunda. The letter ext. M-2 shows that the appointment of the workman was temporary initially for 5 days which was later continued after breaks till 1st January 1984 and in this he worked in all for 206 days. Even if the workman was in the leave vacancies his temporary status is not disputed, in any eventuality he was entitled to 14 days notice in view of para 522(4) of the Sastri award.

5. In cross examination the workman has admitted that he was given work when ever some one was on leave or ill. This shows that he was employed in leave vacancies Bipartite settlement of 1966 does not apply to State Bank as it was not a party to that agreement

6. It is argued that para 20.6 of the Desai Award workman was only a casual worker employed in leave vacancies only was not a temporary workman and hence he was not entitled to 14 days notice. It may be mentioned here that in the letter of appointment Annexure M-2 to written statement in para 4 it is mentioned that the temporary employment will not confer any right or claim on Prabhu Singh for absorption in banks services permanently and if he wishes to leave the services he should give 14 days notice. except the admission of workman that he was given appointment when some one was on leave or was ill,



there is nothing on record to show that the workman was appointed on the same terms and condition. Rule 76 of the I.D. Act does not speak of any distinction between casual workman or temporary workman. It speaks of only retrenched workman.

7. Thus in the absence of proof that the management informed the workman by registered post or put a notice of employment on the notice board and also there being proof that the telegram or letter reached the workman, I hold that the workman was not intimidated about re-employment as required under rule 78.

8. In Muller Philips Versus Union of India 1966 I LLJ Delhi High Court, it was held ;

It is enough to say that the management failed in the duty, the failure to re-employ is more serious mistake, than that mistake of re-trenchment. The workmen were got reemployed with full back wages.

9. If the workman having been appointed in leave vacancy ceased to work when person at whose place he was engaged as casual workmen to work came on duty, the workman had a right to reemployment whenever further temporary or permanent vacancies of that nature arose in the bank. None compliance of provision of section 25H I.D. Act and rule 78 of the I.D. Act (Central Rules) the workman was entitled to be reemployment with full back wages.

10. I accordingly hold that the action of the management State Bank of India Meerut Region interminating the service of Shri Prabhu Singh as Guard w.e.f. 2-1-1984 being in the nature of casual workman in leave vacancies was not justified when other man Haidar Ali was given temporary appointment without considering workman which shows that there was sufficient work and the workman should have been retained in service or reemployed in place of Haidar Ali. The result is that the workman is entitled to be reinstated with full back wages with effect from 2nd January, 1984.

11. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Government. For publication.

30-9-1985.

R. B. SRIVASTAVA, Presiding Officer.  
[No. L-12012/19184 D.II(A)]

का. प्र. 5089.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 क14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबंधक से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-85 प्राप्त हुआ था ।

S.O. 5089.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad

Bank and their workmen, which was received by the Central Government on the 7th October, 1985.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT. KANPUR.

Industrial Dispute No. 55/1984

Reference No. L-12012(33)/84-D-II(A), dated 4th June, 1984.

In the matter of dispute between :

Shri Naval Kishore C/o Shri Nem Singh, Asstt. General Secretary U.P. Bank Employees Union, Dena Bank, Moradabad.

AND

The Regional Manager, Allahabad Bank, 55 The Mall, Meerut Cantt.

Appearance Shri B. D. Tewari, representative for the workman and Shri Anan Verma representative for the management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012(33)/84-D.II(A) dated 4th June 1984, has referred the following dispute for adjudication; "whether the action of the management Allahabad Bank in relation to their Amroha Gate Branch, Moradabad, in not absorbing in bank's service Shri Naval Kishore, sub staff and terminating his services from March, 1983, is justified? If not, to what relief is the workman concerned is entitled?"

2. The case of the workman is that he was entrusted with the duties of the sub staff in the bank management of its city office branch at Moradabad on 30th April, 1982 to 30th March, 1983, continuously. That he was paid Rs. 10 per day in lieu of the work of the Sub staff discharged by him through out the day. He was engaged against a permanent vacancy during the said period. Though he was working/discharging all the duties of sub staff but he was not allowed to sign attendance register by the then branch manager and thus he was deprived of legitimated right. The workman was not paid salary according to the prescribed manner but was paid in strictly through vouchers prepared in the name of Shri Ram Dass head peon/jamadar. That beside the office work the workman used to discharge domestic duties at the residence of the branch manager under the circumstances for the sake of his lively hood before and after the prescribed duty hours. The workman was given duties of taking letters and telegrams to the post office and letters for posting under registered post charges of stationery items. That the workman had opened a saving banks account in which his designation was written temporary service Allahabad Bank City office which was duly signed and confirmed by the branch manager. That on 30-3-83 the services of the workman were terminated illegally without issuing any notice, without assigning any reason or notice pay, that the workman was entitled for full pay and allowance as permanent sub staff having worked from period mentioned in the claim statement. That his representation with bank



being made with no result and in the end the workman has averred that the termination is bad for want of notice or notice pay for non-payment of retrenchment compensation, or termination without following the provision of section 25 F or 25 G of the I.D. Act, that the termination is a colourable exercise of managerial powers and hence the workman is entitled to be reinstated with full back wages and benefits.

3. The management has contested the claim on the grounds that the workman never made any demand and that the matter referred was not an industrial dispute and the court has no jurisdiction. The management has denied that he was ever employed as sub staff or entrusted with the duties of the same. That he was never appointed against any permanent vacancy of sub staff. That as he was not in the bank staff there was no question of signing the attendance register and also there is no question of termination as he was never employed and also on that count there is no question of notice, consequently the reference has to be answered in negative.

4. The workman summoned Dak Register, payment register, and Saving Bank Account ledger of the workman from period 30-4-82 to 30-3-83 on which the management was required to produce paper nos. 1 and 2 file details of saving banks account number of the said period.

5. The workman has filed report of the ALC (Central) resulting in failure report which is signed by the workman and Shri S. P. Chaturvedi of the bank. The applicant has also filed photo copy of the application under section 2-A before the ALC and the claim of the applicant made before ALC on 14th May, 1983. The management filed the account opening form cum specimen signature card of the workman. It is marked ext. M-2 and in this account opening form the occupation of Shri Naval Kishore mentioned as service and there is no mention that he was temporary peon of management bank, it is a matter of common knowledge that this account opening form bearing his signature is kept in safe custody for comparison of signatures at the time of withdrawals. The management has however, filed the extract of 7 copy of the folio ledger of the workman in which under neath staffs name of applicant and before his address as resident of Chao Wali Basti Lain Paar Moradabad, it is written temporary service peon Allahabad Bank City Office Moradabad. It is argued by the management that this temporary service peon Allahabad branch City Office Moradabad is a subsequent addition in the ledger and he has argued that as the workman has excess to the bank and the ledger folio kept are open, the workman with the assistance of some interested person get this additional entries made in the ledger. If it is really so and true it must have been mentioned in account opening form having specimen signatures. He has further drawn my attention to the deposit dated 1st July, 1982 whereby Rs. 2000 was deposited in cash. None of the Deposit voucher were by way of transfer credit. There had been a joint inspection of the payment register for the period March 82 to March 1983 and 7 entries were noted therein but of which two were in the name of the workman and five were in the name of Ram Dass. The management has filed photo copies of the six withdrawals

noted in the joint inspection report Ext.-W-1. It has been pointed out by the counsel for the management that the two withdrawals made by Shri Naval Kishore under his signatures are on withdrawal forms and whereas all the amount withdrawn are on loose cheques. He has argued that loose cheques are given to bank employees and not to the outsiders and that the debit voucher for 305.94 was to be paid to Shri Gurmukh Dass and not to Ram Dass which was actually paid to him after obtaining signature of Gurmukh Dass on the reverse of the voucher on revenue receipt on 30-3-83. Applicant Naval Kishore supported his claim statement on affidavit dated 21st May, 1985 where as on behalf of the management one Shri B. N. Seth has given his affidavit and testified that the workman never worked continuously from 30th April 82 to 30th March, 83 and that during that period one Ram Chandra was paid Daftari allowance and he was performing the duties of daftari.

6. In cross examination he has admitted that though he was not working at Amroha Gate Branch of Moradabad City from 1-4-82 to 30-3-83 but according to the records he did not work during that period. Only Daftari is paid dak allowance. He has denied that the workman was appointed to work in place of Kanhiya Lal Daftari who had died and that to his knowledge workman was not paid Rs. 10 per day through voucher. On the other hand workman has examined himself and has deposed that he entered in the service of the bank on 30th April, 1982 and worked upto 31st March, 1983 i.e. in all eleven months. He has denied the management's suggestion that during that span he was in service with others. To a court question he has stated that he has signed despatch register when he used to have dak for posting and signed telegram voucher and stationery vouchers. If all this was the fact the workman should have insisted on their production and proved his signatures on them. He has no knowledge whether post of daftari carries special allowance, he has, however, admitted later that Ram Chand working as Daftari. This statement is in consonance to the averments of the management witness that Ram Chandra was paid as daftari during that period. He has further admitted that in the bank salary of the employees is deposited in their account. In the cross of himself he has deposed that he used to get salary through Ram Dass. He has admitted that all amount deposited in his account were cash and were not by vouchers as is evident from the ledger entries. He has denied that Mr. Saxena Accountant of the bank was known to him as his wife worked as mateservant at his place and on that account he was interested in him and got false entries made in ledger after his name as temporary peon Allahabad Bank. He has admitted that in his account opening form Ext. M-2 his designation is not written as Peon.

7. Thus the workman has utterly failed to substantiate his case in any way that he was working in the bank in any capacity for any period what to say of 11 months during span 10-4-82 to 30-3-83. It is admitted that Ram Chandra was working as Daftari in the vacancy caused by the death of daftari Kanhiya Lal. Even in joint inspection nothing could be found out to show that the workman was paid by voucher and

that pay through Ram Das. There were only few withdrawals which withdrawals were same as granted. Even the A.L.C. report also does not help the workman in any way. Thus there is no question of termination or any right accruing in favour of the applicant. Consequently on the other hand I hold that the workman was never in service of the management bank as alleged hence there was no question of termination of his service w.e.f. 30th March, 1983, or absorbing him.

8. I, therefore, given my award according holding that the workman is not entitled to any relief as the action of the management bank in not absorbing the workman in service and terminating him w.e.f. 30th March, 1983 is found legal and justified.

9. Let six copies of this award be sent to the Govt. for publication.  
Dated 30-9-1985.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-12012/33/84-D.II(A)]

का. प्र. 5090—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार स्टेट बैंक इंदौर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 4-10-85 प्राप्त हुआ था :

S.O. 5090.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of Indore, Indore and their workmen, which was received by the Central Government on the 4th October, 1985.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 1417, WRIGHT TOWN, JABALPUR

Case No. CGIT/LC(R)(35)/1984.

#### PARTIES :

Employers in relation to the management of State Bank of Indore, M.P. and their workman, Shri Laxminarayan Gandharva, 18/11, Jampur, P.O. Rampura Village Rampura, District Mandsaur (M.P.).

#### APPEARANCES :

For workman.—None.

For management.—Shri V. K. Kulshrestha, Asstt. Law Officer.

INDUSTRY : Banking. DISTRICT : Mandsaur (M.P.)

#### AWARD

Dated September 12, 1985

In exercise of the powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947, the

Central Government in the Ministry of Labour has referred the following dispute vide Notification No. L-12012/33/83-D.II(A) dated 30th May, 1984, for adjudication :—

"Whether the punishment of dismissal imposed by the management of State Bank of Indore, Regional Officer, Indore, on service of Shri Laxmi Narayan Gandharva, Head Cashier in Tirla Branch, Distt. Dhar, M.P. with effect from 2/-/-82 is disproportionate to the misconduct allegedly committed by him? If so, to what relief is the workman concerned entitled?"

2. On receipt of the reference order dated 30th May, 1984 parties were noticed to file their statements of claims and documents etc. The management submitted their written statement on 23-10-1984 along with documents. The workman neither put his appearance nor filed any statement of claim or documents so far. Therefore, there is nothing on record on behalf of the workman concerned.

3. The facts of the case in short as pleaded by the management are that Shri Laxmi Narayan Gandharva was employed in the State Bank of Indore, Garoth branch as clerk-cum-cashier on 12-4-1975. He was on probation upto 12-1-1976. During his probationary period his work and conduct was not good for which he was warned and punished with the cancellation of two increments. In March 1979 he was transferred and posted as Head Cashier at Tirla Branch of the Bank District Dhar. At Tirla Branch also he repeated the same incidents as at Garoth. He refused to comply with the reasonable orders of his superiors and threatened to break the heads by stones. Therefore he was charge-sheeted on 20-12-1980. Shri O. P. Sharma was appointed the Enquiry Officer. He proceeded with the enquiry in which the workman concerned participated. Enquiry Officer submitted his report and the competent authority found him guilty of gross misconduct within the meaning of para 19.5(c), 19.5(e) and 19.5(j) or the First Bipartite Settlement dated 19-10-1966. He was therefore dismissed with effect from 27th July, 1982. The workman concerned challenged his dismissal, hence the present reference.

4. On 28-8-1985 when the case was fixed for evidence the workman again absented, but his father, wife and two minor children appeared before me and submitted a Certificate from Sabhapati, Nagar Palika, Rampura stating that Shri Laxmi Narayan Gandharva is absconding for the last one year.

5. I have gone through the pleadings and the documents submitted by the management which appear to be against the workman. There is nothing on record to rebut the written statement and the documentary evidence submitted by the management. Therefore, in the absence of any evidence, oral or documentary, on behalf of the workman, I answer the Schedule to the reference in negative and the workman is not entitled to any relief.  
Dt. 12-9-85.

[No. L-12012/253/83-D.II(A)]

V. S. YADAV, Presiding Officer.

नं० वि०सी, 18 अक्टूबर, 1985

का आ 5091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, एनाइटेड कामशिपर्स बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कार्यकारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-85 को प्राप्त हुआ था।

New Delhi, the 18th October, 1985

S.O. 5091.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the United Commercial Bank and their workmen, which was received by the Central Government on the 9th October, 1985.

#### BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

#### PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.  
Industrial Dispute No. 38 of 1984.

#### BETWEEN :

The Workmen of United Commercial Bank,  
Hyderabad.

#### AND

The Management of United Commercial Bank,  
Hyderabad.

#### APPEARANCES :

Sri L. S. R. Murthy, President, United Commercial Bank Employees' Association for the Workmen.

Sri A. S. Rowe, Manager, United Commercial Bank, Divisional Office, Hyderabad for the Management.

#### AWARD

The Government of India, Ministry of Labour and Rehabilitation by its Order No. L-12012/324/83-D. II.A dated 4th July, 1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of United Commercial Bank, Hyderabad and their Workmen to this Tribunal for adjudication.

"Whether the action of the Management of United Commercial Bank, Hyderabad in relation to their H. S. Colony, Visakhapatnam Branch in denying promotion to Shri S. Appa Rao, Daftry to clerical cadre is justified? If not, to what relief is the workmen concerned entitled?"

This reference was registered as Industrial Dispute No. 38 of 1984 and notice was issued to the parties.

2. The claims statement filed by the Petitioner-workman mentioned that he worked as Daftry in the

United Commercial Bank, Hindustan Ship-Yard Colony, Visakhapatnam Branch and the Divisional Manager, United Commercial Bank, Hyderabad conducted the promotional test for the subordinate staff to the clerical cadre and selected 17 candidates for promotion as Despatch-Filing Clerk in December, 1982 and that he is also one of the persons in the said list. He mentioned that as per the practice and procedure regarding placement of persons for promotion from sub-staff to the clerical cadre, the senior most shall be retained in the same Centre from where he was promoted in case of vacancy available there and the junior should be posted outside. He mentioned that he is one of the most senior empaneled candidate but he was posted to Nellore Branch despite the fact that there is vacancies in Visakhapatnam. According to him he made representation even before the said posting was issued about the vacancies at Visakhapatnam and that it was obligatory on the part of the Management considering before issuing the orders of promotion and transfer. According to him the Management deliberately posted the promotional staff and transfer order to the office address by a registered post fully knowing that he is on leave and that it was incorrect to say that he refused to accept the registered cover and forfeited his right to promotion. He mentioned that the United Commercial Bank is a nationalised Bank and it is no longer contractual and it is one of status and the work enjoyed protection of Article 14, 16 and 21 of the Constitution of India. According to him the Management by interpreting Clause 4.10 of the Chapter II he is playing the game of hide and seek with the employees indulging in unfair labour practice. He therefore wanted his promotion to clerical cadre with effect from 25-2-1983 and posting as Visakhapatnam with all benefits including pay, allowances and increments which he is entitled on promotion should be granted.

3. The Management filed a counter stating that Sri S. Appa Rao, Daftry was not denied promotion by the Management and on the other hand when he was promoted from Daftry to Clerical cadre and posted to Nellore Branch he refused the promotion order in person and also subsequently when it was sent by post found with ulterior motive to stay at Visakhapatnam he refused the registered cover sent to him. Sri Appa Rao is fully aware that he was promoted from Daftry to Clerical Cadre and as such the reference itself is bad in law. Sri Appa Rao being one of the subordinate cadre got promoted on 25-2-1983 to the clerical cadre as Despatch-cum-filing Clerk and posted to Nellore Branch. But he refused to receive the registered post on 9-3-1983. It is pertinent to state that no promotee in any cadre should be retained at a place from where he is promoted. If by any reason if any senior was retained at the same place it might have been done as the vacancy was in the same place and it is a co-incidence and is more an exception than the rule. It is pointed out that promotion basing on two separate entities and the posting is done by the Administrative reasons and convenience. It is not obligatory on the part of the Management to consider his representation and post him in the same place. It is not correct to state that the management did not follow the procedure required while issuing the promotion order. When the Branch Manager offered the same on two

or three occasions he refused to receive the promotion order and finally he posted by registered post and he abstained from coming to office in order to avoid receiving the said registered letter of promotion and later it was endorsed as "Refused" on 9-3-1983. It is incorrect that mere empanelment amounts to promotion to a post if any employee refuses promotional order it means that he is declining the promotion. As such the entire policy of promotion was misunderstood by the Petitioner. The petitioner is put to strict proof of allegation that the Management is interpreting Clause 4.10 by playing hide and seek game. The Management mentioned that the said S. Appa Rao having refused to receive the Promotion order forfeited his right by his own actions and another employee was already posted in the said vacancy and therefore the petition is liable to be dismissed.

4. On behalf of the Workmen no witnesses were examined but Exs. W1 to W17 were marked by consent on behalf of the Management M.W.1 is examined and Exs. M1 to M13 were marked. Exs. W1 to W12 were marked by consent as seen from the endorsement on Ex. W1 where in M. V. Manohar, Personal Management, Divisional Office on 24-1-1985 stating that "these documents may be marked by consent" after receiving copies of them. Again on 27-6-85 Exs. W13 to W17 were marked by consent as the Management representative A. S. Rowe endorsed that he had no objection for marking those documents also by consent.

5. The oral evidence of M.W. 1 is to the following effect. Sri A. G. K. Rao deposed that he is Manager of United Commercial Bank, Hindustan-Ship Yard, Visakhapatnam Branch. According to him he received a communication from the Divisional Office promoting Sri S. Appa Rao as Despatch-Filling Clerk on 28-2-1983 and he handed over the said letter on 1-3-1983 morning. According to him the said Sri S. Appa Rao, received the entire said proceedings and promised to return the accepted copies in a day or two and action on 3-3-1983 when he asked Sri S. Appa Rao while giving acknowledgement, Sri S. Appa Rao told him that he is still thinking about it and it happened to the same effect on 6-3-1983 also. According to him Sri S. Appa Rao told him that he was going to Hyderabad on 7-3-1983 and that he wanted to settle the issue and come back from Hyderabad to accept or communicate otherwise. So he told him that he cannot keep the order pending as it was already four days over and told him that he was sending it by registered post to his office address so that he could do whatever he wanted after returning from Hyderabad. The witness produced the return cover and the said cover is opened and marked as Exs. M1, M2 and M3. According to him he posted the promotion order by registered post in the usual course without any mala fide intention and that the Branch is at a distance of 11 kilometers from the Main Branch. He admitted that he did not write the address on the cover on Exs. M2 and M3 bears the stamp as Visakhapatnam Night Post Office and that 5-3-1983 is a Saturday and that the Branch closed at 2.30 P.M. He could not say to which Peon the cover was given to post it in the Town Post Office. According to him Ex. M3 acknowledgement

might have been filled in by the Peon and he admitted that he wrote Ex. W4 to the Divisional Office and he did not mention all these facts in Ex. W4.

6. The admitted facts of the case are workman namely S. Appa Rao who was working as Daftry a Peon with the said designation of Daftry had qualification on 7th Class with 17 years of service in the Bank. He appeared for the written test on 1-8-1982 having entitled under Clause 2.2 and having been orally interviewed on 30-10-1982 succeeded in both as such empanelled for promotion to Despatch cum-filing Clerk. For promotion from the subordinate cadre to Clerical cadre a minimum of 10 years of continuous service in the Bank irrespective of educational qualification is sufficient. In the instant case he had the required qualification of continuous service having put in 17 years and also passed 7th Class that he became eligible for written as well as oral interview and also came out successful.

7. According to the agreement between the Management and the staff as per Clause 1-1 promotion shall mean a transposition of an employee from a lower cadre to a higher cadre, involving a higher scale of pay, and promotion from the subordinate cadre to the clerical cadre is also a promotion.

8. The Management contend that the reference is illegal on the simple ground that the Central Government assumed that the employee denied promotion which is not correct. According to them the employee was made offer of promotion and he was infact promoted from Daftry to Clerical cadre which resulted for the reasons best known to him. Therefore it is the case of the Management that it is not open to the Central Government to make a reference as if the Management is denying him promotion which is not correct. To substantiate this they relied upon the decision reported in Sitaram Vishno Shirdekar v. Administrative Officer [1985(I) 1 L.J. page 480] and contended that when it was the case of the Management that the workman absented from duty and abandoned the job, the reference made as if the Management terminated the services of the workman is an illegal reference and it was held that the Tribunal had no jurisdiction. On the other hand the Representative of the Workman contended that under Section 4.5 of the Agreement the intimation to the employee when his turn comes in the panel with attendant terms and promotional post which does not include transfer is an offer of promotion. According to him promotion is an offer requiring the consent through acceptance by the Petitioner and posting "transfer" of an order to be obeyed by the employee. He contended that in respect of Ex. M1 it is defective and pointed out Exs. W10, W11, W14 to W17 to amply substantiate the above facts. Ex. W10 it is mentioned in the case of Sri L. S. R. Murthy as per the agreement regarding the policy and procedure concerning promotion which has come into force with effect from 1-9-1981 he was offered promotion on the following terms as an officer specified therein. Extract of promotion policy is also specified therein. Ex. W11 would show the proforma in case of transfer. Wherein it is said that in case one is decided to be transferred, that was shown it was decided to effect his

transfer with the details mentioned therein. Ex. W14 would show that in the case of D. K. Shaw, Cash Peon that he was informed after his written examination that he was selected to the Clerical cadre and it will come into effect with such an such date with emoluments and other conditions and that in case of undue delay or offer of promotion is rejected within 30 days from the date of offer it will be deemed that he forfeited his claim for promotion but he will have second and final chance for promotion as per Clause 3.1.2 of the conditions of agreement. In the instance case the employees Representative relied upon Ex. W15 to how hat in the case of same Vimal K. Shaw on promotion to the Filing Clerk from the subordinate staff it was decided to retain him at the same Branch in the Deposit Department and Ex. W15 in the case of transfer of S. P. Sapkota similarly there was an offer of promotion with conditions of service and Ex. W16 it is shown it was decided to be retained him in the same Branch and under Ex. W17 in the case of Lahari who was Daftry also similar offer of promotion with conditions as shown in Ex. W10 was first given but they were trying to make an exception by transfer outside the Division in the case of S. Appa Rao. The Exs. W10, W11, W14 and W17 would definitely show the policy makers follow the spirit and legalities of offer of promotions and posting and they have applied it in the case of others in its true spirit. Thus averments in the counter of the Management in Paras 8 to 10 is not correct. Though promotion and posting are inter-linked, it cannot be said that in the light of Exs. W10, W11, W14 to W17 that they were not separate and that there is no case for reference. Infact in the agreement Chapter I 3.1.2. service to empanellment and review of panel it is said that after the interview the employee will be empanelled in the order of aggregate marks secured by them, including the marks awarded at the interview and that the number of such employees empanelled will not exceed the number of vacancies notified. In Clause 2 it is said that the employee will be given notional weightage of seniority and notional fitment at par with other candidates who had appeared along with him at the written test and had been empanelled and promoted. So the contention of the Petitioner that there is a practice and procedure with regard to the placement of person on promotion from the Sub-staff to the Clerical cadre and that seniorman shall be retained at the same Centre from where he was promoted in case of vacancy available there and junior should be posted outside is matter of evidence and practice and procedure and it is to be considered whether such procedure and practice is there or not. The conditions of the Agreement would show clearly that the empanellment in the order of aggregate marks secured by them after interview including the marks awarded and all the employees empanelled will not exceed the number of vacancies notified and they will be given notional weightage of seniority and notional fitment on par with other candidates who appeared along with him, thus the inter-se seniority and notional fitment is already there. In the instant case the employee filed documents Exs. W10, W11, W14 to W17 substantially to prove his case that there is such a practice and procedure regarding the placement of

person on promotion from Sub-staff to the Clerical cadre retaining the senior most man at the same Centre from where he was promoted in case of vacancy is available there while juniors being transferred outside. The Management had not denied that such transfers are not affected retaining the seniors at the same place of promotion while transferring the juniors outside as in the case of M. Lahiri, S. P. Supkota, Vimal, K. Shaw and B. K. Shaw who were all promotees from Sub-staff and they were also retained in the same place on promotion. In the instant case all the documents including Exs. W10, W11, W14 to W17 were marked by consent and therefore S. Appa Rao was not examined. The management's contention that Exs. W1 to W17 are not to be looked into as not proved etc., is a belated plea having endorsed no objection for marking those documents as could be seen from record. Infact the evidence of M.W. 1 would show that S. Appa Rao told M.W. 1 that he was going to Hyderabad as he wanted to settle the issue about his posting. It is the case of the Management that Appa Rao told the Manager that the worker wanted to settle the issue after having consultation at Hyderabad and thus postponed taking the order whereby he was promoted to issue a registered letter nothing prevented the officer from noting down that so and so refused even when thrice offered such promotional letter in the presence of X, Y or Z. The funniest part is, a big issue is made by sending a registered letter which was said to be posted at Night Post Office at Visakhapatnam after informing to that effect as could be seen from Exs. M1 to M3, though Appa Rao told him that he would return back on 8-3-1983 after consultation at Hyderabad regarding the issue of taking the transfer. So the very purpose of sending a registered letter is nothing but make up evidence for the purpose of refusal though the party even according to the Management made known about promotion and he was seeking time to take the transfer order knowing the promotion on the ground of procedures and practice observed by the Management in the previous instances as could be seen from Exs. W10, W11 and W14 to W17. Therefore Exs. M1 to M3 had little significance about refusal. It is only a make believe story of refusal. Since from 3rd March 1983 till 7th March 1983. It is admitted case of the Management that Appa Rao was still thinking of giving the acknowledgement on the ground that he was transferred out side. If the question of out right refusal, the Management witness whenever it was said so he could have put it in black and white in clear terms. It is clear from the underlying facts of the evidence of M.W. 1 that the employee was seeking time to decide to go outside and he was not refusing to accept the promotion. It was a case of thinking and taking time as he was singled out from the normal practice and procedure and to make it to come under the "refusal" the Management witness tried to send it by registered post. Nothing prevented M.W. 1 by writing on the records that he personally offered the order to the employee and he refused taking two witnesses as attestors for evidence in the office. What I mean to say ultimately, is that Exs. M1 to M3 did not throw any weight to make it a "refusal" by posting it through a person with some address partly written by him and partly by

the Peon on the cover about his House address when it is admitted case and when he promised to come back from Hyderabad on 8-3-1983 after consultation from the Hyderabad Office. So Exs. M1 to M3 will not serve any purpose to say that indicates "refusal of promotion" as is tried to be done. The purpose of seeking time is very clear as he wanted to have the proper advice as he was shifted out by offering a promotion and it is asserted that there is a vacancy at the same place and it is asserted that he was one of the senior most empannelled candidates eligible for the existing vacancy at Visakhapatnam itself. The Management did not say that there is no vacancy at Visakhapatnam. The Management did not say that he is not the senior most among the empannelled persons of his batch. The management contend that he had no matter of right and he is bound to go to the place of promotion as promotional postings are inter-linked with transfers and cannot be separated. According to the Management representative it is not obligatory on the part of the Management to consider his representation and post him in the same place. If there are administrative reasons as tried to be argued out, the Management should make out the so called administrative reasons which come in the way of keeping him at Visakhapatnam or it must also show how it is more convenient to transfer him outside especially when there is vacancy at Visakhapatnam involving lesser financial commitment unless there is some administrative hinderance in keeping him there which is not spelt out. It is evident from Exs. W-14 to W-17 that in case of other Sub-staff who were also similarly senior in the batches of selection of empannelled they were retained at the same place of course in different branches. Even here the employee wanted that he should be kept at Visakhapatnam but not at the same particular branch where he was working as Daftry. When there is no denial of vacancy at Visakhapatnam and when the Management as a policy and procedure applied retention of senior most empannelled persons and shifted the junior most outside the place while giving promotion and when they could not as a matter of policy point out administrative hinderance for retaining him at the same place at Vizag, it cannot be said that the petitioner is given fair opportunity and that he refused to accept the right of promotion and that he forfeited the same. In *The State of Assam v. Rangamuhammed and Others* (AIR 1967 S.C., page 903) it is clearly specified about the meaning of the words "appointment, promotion and transfer". The transfers are given separately after the promotion is unconditionally accepted. A careful perusal of these documents would show that the employee was only refusing to be posted to Nellore on promotion but not refusing to accept the promotion itself. The very offer of promotion is not unconditional in the case of S. Appa Rao. It is conditional that he should go to Nellore in the light of instances as shown under Exs. W10, W11, W14 to W17 and also the meaning under Ex. M1 as the Management tried to take protection under Clause 4.10 of Ex. M7 to deprive the promotion of the employee, it must be held that the employee only refused posting at Nellore but not the offer of promotion as Despatch-cum-Filing Clerk. There is no question of evasion or refusal by the employee in the

instant case of receiving the promotional offer. When compared to the others who were similarly situated when he custom or practice regarding the placement of these promotions observing the senior and junior empannelment was accepted by the Management and when the same principle is not followed causing hardship to the Petitioner it must be held that there is calculated unfair and victimisation done to the Petitioner by the Management to cover up the wrong posting given to him under Ex. M1. It is surprising that in such a serious matter when they wanted to put up to show of refusal M.W. 1 was ignorant who wrote the very address on Ex. M2 and who posted the letter by registered post at night post office after 7.00 p.m. when the main post office is 11 kilometers away from the Branch Office where they were working. Finally the letter is posted to his branch office address and not to his house address also. All these would show that they were trying to put up some kind of refusal of offer of promotion which is not correct. The very evidence of M.W. 1 comes in the way. The Petitioner made known his views when he was shown the promotion-cum-transfer posting. According to M.W. 1 on 3-3-1983 itself, the employee having come to knew about the promotion was seeking time upto 7-3-1983 and finally said that he would come back from Hyderabad and decided about giving the acknowledgement. So in the meanwhile a refusal story is set up by posting the said letter to his office address, having talked to him in the branch office after the closure of the office hours at 11 kilometers away from the main branch office to the Bank address which is not warranted. The Management infact accepted Exs. W11 and W12 to be proper and correct and also accepted what is mentioned in Exs. W10, W11, W14 to W17 but only contended that they are not playing hide and seek with the Petitioner. In the light of Para 4.5 of the promotional policy, moreover any such matters the benevolent Management should understand the offer of difficulties of the employee and the question of prestige is not the criteria. The promotion policy agreement envisage that the senior most person empannelled being kept in the same place while the junior most in the same empannelled list is given outside posting if there is vacancy in the same place of promotion. The Management tried to say in typed arguments that they objected the documents Ex. W14 to W17 on the ground that they are not authenticated by their office for the first time having given consent for marking of those documents in the beginning. This is still worse. Atleast by the time of arguments nothing prevented them from saying by verifying the records that Ex. W14 to W17 are not there in the records and that by mistake they gave consent for marking them. It is surprising that the representative takes such a stand that they are not officially authenticated as if somebody has to authenticate them. They could have denied saying that it is a mistake that they gave the consent. If such documents are not there showing promotional procedures regarding the seniority and keeping the seniors at the same place while the juniors being transferred outside when there are vacancies at the place of promotion. They cannot say that there is no similarity in Exs. W14 to W17, M9 and M14.

9. Though Sastry Award, Desai Award or Bipartite Settlement did not provide that an employee who



is promoted should be retained in the same place, it cannot be said that the place of work on promotion is not a matter which is negotiable. If there is vacancy at the place of working after all it is a question of retaining him if there are no adverse circumstances and it cannot be said that the same is not negotiable. If it is not negotiable how those persons Exs. W14 to W17 were retained? It is not a matter of right that the employees is insisting for a place of posting. By chance there is a vacancy at Visakhapatnam which is not denied and in the empanelment list that he is senior-most is not denied and thus it did not amount to interference with the managerial function, especially it involves finances by transfer and when there are no adverse circumstances or administrative hindrances for retaining him. While keeping somebody junior to him at the same place and transfer this person outside cannot be said that there is no similarity in documents Exs. W14 to W17, M9 while the same managerial function are done. In the very arguments though it is mentioned that Exs. W10, W11, W14 to W17 are not authenticated by their Head Office. It is mentioned that even admitting them as exhibits for the purpose of arguments that they would only show the promoting authorities are different from the posting authorities whereas in the present case promoting authority and posting authority are one and the same and the promotions and postings are given in single order. The court records clearly show that Exs. W1 to W17 were marked by consent and the management is not right in saying that they are not authenticated. They can not escape the truth. The power of transfer is not questioned in the instant case. The power of transfer is used as a matter of procedure when such procedure is not applied in similar instances and when practice and procedure is developed to retain the seniormost at the same Centre in case of vacancy is available while junior in the empanelled list is transferred outside. Therefore I hold that the Management of United Commercial Bank, Hyderabad in denying promotion to S. Appa Rao, Daftary to clerical cadre to their H. S. Colony, Visakhapatnam is not justified and that the Petitioner-employee is entitled for the post as Despatch-cum-Filing Clerk at H. S. Colony, Visakhapatnam where the vacancy existed or in any Branch in Visakhapatnam by shifting any of his juniors from 25-2-1983 with all attendant benefits including pay, allowances and increments and other benefits.

Award passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 17th day of September 1985.

#### INDUSTRIAL TRIBUNAL

#### APPENDIX OF EVIDENCE

Witnesses examined

for the workmen.

For the Management.

—NIL—

1. M.W. 1 A. G. K. Rao

Documents marked for the workmen by consent.

1. Ex. W1 True copy of the panels of despatch clerks and their postings after promotion from subordinate staff since 1974.
2. Ex. W2 Copy of the Telegram given by S. Lakshmanan, General Secretary, All India United Commercial Bank Employees' Federation, Madras, to the Divisional Manager, United Commercial Bank Secunderabad on the representation of the petitioner dt. 5-2-83 and the definition of Roster.
3. Ex. W3 True copy of the clause No. 4.10 of promotion policy agreement, Para 500 and 519 of Sastry Award and telex message dt. 25-2-83 by the union to the A.G.M. PAD Head Quarters Calcutta.
4. Ex. W4 True copy of the letter No. DO/18/96/83 dt. 7-5-83 addressed to the Manager, H. S. Colony Branch, Visakhapatnam and the Reply of the Branch Manager to D.M. dt. 23-5-83.
5. Ex. W5 True copy of the Extract of letter No. SF 753/1500/83 dt. 2-8-83 addressed to B/o. Hyderabad by the Divisional Office, with regard to how to serve a letter on the Employee.
6. Ex. W6 Photo Stat copy of the letter No. DO/51/38/83 dt. 4-4-83 addressed by Divisional Manager, United Commercial Bank, Divisional Office, Hyderabad, to the Secretary United Commercial Bank Employees Association, A.P. State Committee, 62 M.G. Road, Secunderabad with regard to posting of Sub-Staff promotees as Despatch-cum-filing clerks.
7. Ex. W7 Photo Stat copy of the letter No. CDM/2/83 dt. 5-2-83 addressed by Prakash Pande, President, United Commercial Bank Employees' Association, to the Divisional Manager, United Commercial Bank, Hyderabad with regard to postings of Subordinate Staff promotees empanelled.
8. Ex. W8 Photo Stat copy of the letter No. CDM 3/83 dt. 25-2-83 addressed by State Secretary, United Commercial Bank Employees' Association, A.P. State Committee, to the Divisional Manager, United Commercial Bank, Hyderabad with regard to postings of Sub-Staff promotees as Despatch Clerks.
9. Ex. W9 True copy of the Staff circular Letter No. 58/75 dt. 1-7-75 with regard to procedure for seeking redress of grievances.
10. Ex. W10 Photo Stat copy of the letter Roll No. SE-32 dt. 14-6-82 addressed by Dy. General Manager, Personnel, United Commercial Bank, Calcutta, to L. S. R. Murty, United Commercial Bank, Secunderabad with regard to policy and procedure concerning promotion from clerical to officer cadre.

11. Ex. W11 Photo Stat copy of the format transfer orders issued by the Divisional Manager, United Commercial Bank, Calcutta.
12. Ex. W12 Format of offer of promotion to Sub-staff as Despatch Clerk.
13. Ex. W13 True copy of the Telex message from S. Rowe to the Divisional Manager over the service of order to S. Appa Rao.
14. Ex. W14 True copy of the letter Roll No. FC-126 dt. 29-4-83 addressed by Chief Officer Manpower Planning, Recruitment and training Department United Commercial Bank, Head Office Calcutta, to B. K. Shaw (cash peon) C/o United Commercial Bank, Calcutta main Branch|Office with regard to offer of promotion.
15. Ex. W15 True copy of the letter Roll No. FC-127 dt. 29-4-83 addressed by the Chief Officer, Manpower Planning, Recruitment and Training Department, United Commercial Bank, Head Office, Calcutta to S. P. Sapkota (Driver) C/o United Commercial Bank, Calcutta Main Branch|Office with regard to offer of promotion.
16. Ex. W16 True copy of the letter dt. 19-7-83 addressed by Chief Manager United Commercial Bank, Head Office, Calcutta to S. P. Sapkota, P.F. No. 16889 Security Department with regard to posting him as Filing clerk.
17. Ex. W17 True copy of the letter dt. 29-4-83 addressed by the Chief Officer Manpower Planning, Recruitment and training Department, United Commercial Bank, Head Office Calcutta to M. Lahiri (Daftari) C/o United Commercial Bank, Uttarpara Branch with regard to offer of promotion.
6. Ex. M6 By Consent.—True copy of the extract of paragraph 5.1.4 of Award Staff promotion policy Agreement which defines "Region" as mentioned in paragraph 4.5.
7. Ex. M7 By Consent.—True copy of the extract of paragraph 4.10 of the promotion policy Agreement regarding forfeiture of promotion under the panel and the 2 years bar for participating in the next promotion process.
8. Ex. M8 By Consent.—True copy of the text of Shastri Award paragraph 500 and 519.
9. Ex. M9 By Consent.—Employees' Unions letter dt. 21-5-83 to prove that Appa Rao was physically present in the Bank and that the letter was actually offered to him.
10. Ex. M10 By Consent.—Photo Stat copy of the proforma of promotion order as Assistant Cashier-cum-Godown keeper.
11. Ex. M11 By Consent.—Photo Stat copy of the proforma of promotion order as Despatch-cum-Filing clerk.
12. Ex. M12 By Consent.—Photo Stat copy of the proforma of posting order as Special Assistant.
13. Ex. M13 By Consent.—Photo Stat copy of the Extract of circular regarding promotion and posting.

J. VANUGOPALA RAO, Industrial Tribunal  
[No. L-12012/324/83-D. II(A)]

का. भा. 5092—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, इलाहाबाद बैंक, बैंक ऑफ बड़ौदा और सिटीकेट बैंक के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित आर्थिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-85 को प्राप्त हुआ था।

S.O. 5092.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank, Bank of Baroda and Syndicate Bank and their workmen, which was received by the Central Government on the 9th October, 1985.

INDUSTRIAL TRIBUNAL, BHUBANESWAR  
PRESENT :

Shri K. C. Rath, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar.

Industrial Dispute Case No. 10 of 1982 (Central)  
Dated, Bhubaneswar, the

BETWEEN :

The employers in relation to the management of  
Allahabad Bank, Bokaro Steel City Branch,

Documents marked for the Management.

1. Ex. M1 Letter No. SF/213/395/83 dt. 25-2-83 addressed by the Divisional Manager, United Commercial Bank Hyderabad to S. Appa Rao with regard to offer of promotion (5 letters).
2. Ex. M2 Registered cover from United Commercial Bank, Hindustan Shop Yard Colony V.S.P.S. to S. Appa Rao.
3. Ex. M3 Postal acknowledgement card addressed to S. Appa Rao.
4. Ex. M4 By Consent.—Photo Stat copy of the Approved panel for Recruitment of Despatch/Filing clerks and written test held on 1-8-82 and interview held on 30-10-82 at Hyderabad.
5. Ex. M5 By Consent.—Photo Stat copy of page 22 of the Award Staff promotion policy agreement with Management.



Bank of Baroda, Bokaro Steel City Branch  
and Syndicate Bank, Bokaro Steel City  
Branch. First-Party

AND

Their workmen

Second Party

#### APPEARANCES :

Shri Pradeep Kumar Mukherjee, an officer of  
Allahabad Bank For the Allahabad  
Bank.

None for the Allahabad Bank Employees Union.

Shri R. R. Kudesia, Manager (Personnel), Bank  
of Baroda For the Bank of Baroda

Shri L. N. Basak, Personnel Officer Bank of  
Baroda.

Shri K. K. Sengupta Authorised representative  
For Bank of Baroda Employees' Asso-  
ciation.

Shri Surji Pattnaik Divisional Officer Syndi-  
cate Bank ... For Syndicate Bank

Shri R. K. Sharma, Unit Secretary, Syndicate  
Bank Employees' Union, ... For Syndicate  
Bank Employees Union.

#### AWARD

Disputes referred to by the Central Government  
for adjudication under Section 7-A of Clause (d)  
of Sub-section (1) of Section 10 of the Industrial  
Disputes Act, 1947, vide Notification No. L-12011  
(43)|81-D.II (A) dated 11-8-1982 read thus :—

"1. Allahabad Bank, Bokaro Steel City Branch :

Whether the action of the management of Alla-  
habad Bank in relation to their Bokaro  
Steel City Branch in stopping the payment  
of house rent compensation with effect from  
1-8-1981 to non-subordinate and subordi-  
nate workmen @ Rs. 150/- p.m. and @  
Rs. 100/- p.m. respectively, is justified ? If  
not, to what relief are the workmen concer-  
ned entitled ?

2. Bank of Baroda, Bokaro Steel City Branch :

Whether the action of the management of Bank  
of Baroda, Bokaro Steel City Branch in  
withdrawing the house rent allowance faci-  
lities @ Rs. 300/- p.m. and Rs. 200/- p.m.  
to clerical and subordinate staff respectively  
with effect from 1-6-1981 without providing  
residential accommodation to them, is jus-  
tified ? If not, to what relief are the work-  
men concerned entitled ?

3. Syndicate Bank, Bokaro Steel City Branch

Whether the action of the Syndicate Bank of  
Bokaro Steel City withdrawing the house  
rent allowance subsidy with effect from  
1-6-1981 being paid to its employees @  
Rs. 150/- per month is justified ? If not,  
what relief the workmen are entitled to ?"

2. On 2-12-1982 the Management of Bank of  
Baroda, the management of Syndicate Bank and the  
respective Unions appeared and filed separate peti-  
tions stating that they had amicably settled their dis-  
pute out of court and that there did not exist any  
dispute between them for adjudication by this Tri-  
bunal. They prayed for passing a no-dispute Award  
concerning them. The case was then posted for hear-  
ing of the dispute relating to Allahabad Bank. But  
both the sides did not get ready for hearing and took  
several adjournments from time to time on some plea  
or other. Finally, on 2-9-1985, when the Union did  
not take any steps to get ready for the hearing, it was  
set ex-parte. The management of Allahabad Bank  
too filed a Memo stating that they were not interes-  
ted to contest the case. In these circumstances, I  
pass the no-dispute Award in this case.

K. C. RATH, Presiding Officer  
[No. L-12011(43)|81-D-II (A)]

दिनांक 25 अक्टूबर, 1985

का. प्र. 5093—प्रारम्भिक विवाद अधिनियम, 1947 (1947  
का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, स्टेट बैंक ऑफ  
बीकानेर और जयपुर के प्रबंधता में सम्मिलित व्यवस्था और उनके कर्मचारियों  
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्यो-  
गिक अधिकरण, नं. 2, धनबाद के विवाद को प्रकाशित करती है, जो  
केन्द्रीय सरकार का 8-10-85 को प्राप्त हुआ था।

New Delhi, the 25th October, 1985

S.O. 5093.—In pursuance of section 17 of the In-  
dustrial Disputes Act, 1947 (14 of 1947), the Cen-  
tral Government hereby publishes the award of the  
Central Government Industrial Tribunal No. 2, Dhan-  
bad as shown in the Annexure in the industrial dis-  
pute between the employers in relation to the State  
Bank of Bikaner & Jaipur and their workmen, which  
was received by the Central Government on the 8th  
October, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL (NO.2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.  
Reference No. 39 of 1983

In the matter of Industrial Disputes under Sec-  
tion 10(1) (d) of the I. D. Act., 1947.

PARTIES :

Employers in relation to the management of  
State Bank of Bikaner & Jaipur and their  
workmen.

APPEARANCES :

On behalf of the employers : Miss Mithilesh  
Singhal, Addl. Law Officer.

On behalf of the workmen : None.

STATE : Bihar

INDUSTRY : Banking

Dhanbad, the 27th September, 1985

## AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-12012(94)/82-D. II(A), dated, the April, 1983.

## SCHEDULE

“Whether the action of the management of State Bank of Bikaner & Jaipur in relation to its Patna Branch in terminating the services of Shri Uday Prakash Gupta, Clerk-cum-cashier with effect from 20-6-81 is justified? If not, to what relief is the workman concerned entitled?”

The case of the workmen is that the concerned workman was appointed as Clerk-cum-Cashier purely for 80 days from 1-4-81. He was allowed to continue upto 19-6-81 when his services were temporarily terminated by the management after he had completed 80 days of service. The said act of the management was unjust illegal and in violation of the provisions of Section 25E and 25F of the I. D. Act. He falls under the category of the retrenched hand and under the law he was entitled to be posted in the same vacancy against which Smt. Pushpa Sinha has been posted with effect from 15-6-81. It is prayed that the concerned workman be reinstated with effect from 20-6-81 with full back wages and to treat him as probationer.

The case of the management is that the concerned workman was appointed purely on a temporary capacity as Clerk-cum-Cashier for a period not exceeding 80 days with effect from 1-4-81 to 19-6-81. His appointment automatically came to an end on the expiry of the period mentioned in the letter of appointment-cum-notice of termination. The appointment was only for a fixed period and as such after expiry of that period by efflux of time the services of the concerned workman automatically terminated and no further notice was required for terminating his services. He had not completed 240 days of service in one calendar year within the meaning of Section 25B of the I. D. Act and as such the question of termination of his services does not contravene the provision of Section 25F. As the appointment letter was appoint-cum-termination notice there was no question of giving him any notice pay or retrenchment compensation as there was no question of retrenchment involved in his case. The concerned workman had voluntarily accepted the terms and conditions of his appointment and now he is estopped from raising any plea in this regard against the terms and conditions of his appointment accepted by him. For the absorption in permanent service in the Bank there is a prescribed procedure of passing the recruitment test but the concerned workman has not been appointed in accordance with the recruitment procedure. He is free to apply after observing the prescribed procedure for the appointment on the basis of written test and interview when vacancies are sponsored by the Bank. The concerned workman is not entitled to reinstatement with back wages and as such

the claim of the concerned workman may be rejected. The concerned workman has filed his W. S. and had attended for sometime but left taking step in the reference and as such the case was taken up *ex parte* for hearing.

The management examined two witnesses and has exhibited 3 documents in support of their case.

It will appear from Ext. M-1 dated 8-4-81, M-2 dt. 20-4-81 and Ext. M-3 dated 30-5-81 that the concerned workman was first appointed for 20 days from 1-4-81 on purely temporary basis and his services were to be automatically terminated on the expiry of 20 days without giving him any notice. Through Ext. M-2 the temporary appointment of the concerned workman was extended by 30 days on the previous terms and conditions and the services was to be automatically terminated at the close of business after 30 days. Through Ext. M-3 his services was further extended by 30 days with effect from 20-5-81 and was to be automatically terminated on 19-6-81. These three letters of appointment show that the appointment of the concerned workman was purely temporary for a limited period and that the said letters were appointment-cum-termination letters. The entire period of the services of the concerned workman was admittedly 80 days with the Bank.

MW-1 is the Chief Law Officer and MW-2 is the Manager, Personnel of the management. It will appear from their evidence that the concerned workman had worked for 80 days in Patna Branch of the Bank from 4-1-81 to 19-6-81. According to them the appointment was purely temporary. They have also stated that there is a prescribed procedure for permanent employment in the Bank and that no direct recruitment for permanent absorption is made by the Bank and the same has to be made through National Institute of Bank Management and the Regional Recruitment Board. The concerned workman had not appeared for permanent absorption according to the procedure. They have stated that the appointment of the concerned workman was purely temporary and he was not on permanent basis and had not acquired any lien on the post. They have further stated that as the concerned workman had not completed 240 days of attendance in a year his termination of services after 80 days cannot be covered under “employment”. They have also stated that the concerned workman has been employed in the FCI at Patna.

From the documents and oral evidence it will appear that the concerned workman had only put in 80 days of service. He was purely a temporary hand and according to the terms and conditions of his appointment the appointment letter contain order of termination of his services as well. As he had not completed 240 days of service the provisions of Industrial Disputes Act regarding retrenchment are not applicable and he is not entitled to any relief whatsoever. The concerned workman had accepted the terms and condition of appointment and on the same terms his services has been terminated and there has been no violation in respect of the terms and conditions of his services.

In view of the above I hold that the action of the management of State Bank of Bikaner and Jaipur in terminating the services of the concerned workman Shri Uday Prakash Gupta Clerk-cum-Casheir with effect from 0-6-81 is justified and that the concerned workman is not entitled to any relief whatsoever.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. L.12012/94/82-D.II(A)]  
N. K. VERMA, Desk Officer

नई दिल्ली, १४ अक्टूबर, 1985

का. अ. 5094—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार, विशाखापटनम पोर्ट ट्रस्ट के प्रबंधन में सम्बन्धित श्रमिकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पचास को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 अक्टूबर, 1985 को प्राप्त हुआ था।

New Delhi, the 18th October, 1985

S.O. 5094.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the Visakhapatnam Port Trust and their workmen, which was received by the Central Government on the 8th October, 1985.

#### BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

#### PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.

Industrial dispute No. 31 of 1982

#### BETWEEN

The Workmen of Visakhapatnam Port Trust,  
Visakhapatnam.

#### AND

The Management of Visakhapatnam Port Trust,  
Visakhapatnam.

#### APPEARANCES :

Sri G. Bikshapathi, Advocate—for Port and Dock Employees Association.

Sri D. Bhushana Rao—for Harbour and Port Workers Union.

Sri D. S. Prakash Rao, Vice President, A. V. Samabasi Rao, P. Sri Venkateshwar and M. V. S. N. Ramana, Advocates—for the National Port Trust Employees Union.

Sarvasri K. Srinivasa Murthy and K. Satyanarayana Rao, Advocate—for the Management.

#### AWARD

The Government of India, Ministry of Labour by its Order No. L-34011(1)/82-D.IV(A) dated 22nd

July, 1982 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Dispute Act, 1947 between the employers in relation to the management of Visakhapatnam Port Trust and their workmen to this Tribunal for adjudication

“Whether the action of the management of the Visakhapatnam Port Trust in dispensing with the work of joint examination of trains by the TXR Staff at Ore Exchange Yard with effect from 00.00 hrs. on 1-1-1982 is justified? If not, to what relief are the workmen concerned entitled to?”

This reference was registered as Industrial Dispute No. 31 of 1982 and notices were issued to parties.

2. There are three claims statements filed by the three respective Unions of Visakhapatnam Port Trust against the Respondent Management questioning the dispensation work of joint examination of trains by the TXR staff at Ore Exchange Yard with effect from 00.00 hours on 1-1-1982 by the Management of Visakhapatnam Port Trust and with a request that the same should be restored.

3. To be more specific in the said claims statements are dealt with separately. Visakhapatnam Harbour and Port Workers Union, Port Area represented by its General Secretary to the following effect. The Management of Visakhapatnam Port Trust created mechanical facilities to export iron ore to Japan. The Visakhapatnam Port Trust is connected with the South Eastern Railways and all the in coming and out-going wagons are linked up with South Eastern Railways. The Management for over a period developed its own railway system manned by its own staff. The TXR Section is part of the railway system of Port Trust. This section was divided into three zones (1) Ore Exchange Yard, (hereinafter referred to as O.E.Y.) (2) Dumper Yard and (3) Receipt and Despatch Yard (hereinafter referred to as R & D Yard). All the ore wagons received by the Port Trust in the O.E. Yard which is a junction point between South Eastern Railways and the Port Trust. The other railway wagons are received and despatched (R & D) Yard all the incoming and out-going wagons are to be examined by the TXR staff. The said staff are posted in all the three yards. The total of the said staff was about 131 and they are posted in duty in all the three shifts in all the three places and their duties are rotated every six months. The staff posted at OE Yard were allotted ore wagons are handed over to the Port Trust by the South Eastern Railways examined wagons along with the TXR staff on the South Eastern Railways. The joint examination was in existence ever since the beginning of the export of iron ore through conveyor system.

4. The outer harbour was constructed to accommodate vessels of greater tonnage upto 1,00,000 DWT and more ore was exported resulting in a more number of iron ore wagons coming into the Port. Thus the work load on the existing staff increased consequently the claimant Union on behalf of the Staff demanded either to increase the staff or to pay

extra wages for the work done in excess of normal working hours. The Management instead of conceding the just demand of workers resorted to unfair labour practice by dispensing with the joint inspection resulting in withdrawal of both TXR staff from O.E. Yard and entrusted the work solely to the South Eastern Railways. This was done by way of agreement between the Management and the South Eastern Railways and therefore the said action is a malafide one. The Management failed to observe the statutory obligations incorporated in a fundamental rules and supplemental rules. The Management issued a notice dated 31-12-1981 stating that all the TXR staff working in O.E. Yard were required to report to duty in Dump Yard as joint examination of OEC yard was dispensed with. This claimant Union is recognised by the Management since 1942 but this problem was not discussed with it. By this change about 40 staff of the TXR became surplus and they were asked to do the job of Fitter which is not the job of TXR. Further this change did not result in any economy loss as the Management is paying huge amount to the Railways. This dispensing with the existing pattern was done with a vengeance for the sole fault of demanding additional staff and extra wages.

5. In the counter filed by the Management it is contended that there is no justification for creation of any additional posts in the TXR Section as existing staff are more than adequate for normal functioning of the TXR of the Mechanical Department of Visakhapatnam Port Trust. It is stated that the staff with an avowed object for demanding for creation of additional post and to claim over time, purposefully and intentionally created problem to the Respondent-Management. They refused even to go to the other Yards whenever it is necessary. There is no agreement with the Railways entrusting the job exclusively to them. The joint examination by the Port TXR and South Eastern Railways at the OE Yard was found not important who are necessary in the light of the closed circuit operation between Kendral and Waltair. It is true that after discussing with the railways and dispensed with the joint examination of wagons at O.E. Yard but TXR staff and their service conditions are not affected in any way by closure of O.E. Yard as they are continuously engaged, the same service conditions which they used to enjoy previously. Thus there is no unfair labour practice or no malafide action by the Management. The Visakhapatnam Port Trust is observing the fundamental rules and supplementary rules in addition to its own regulations which are approved by the Government. There are no change in the service condition of the employees or workmen. Hence the question of discussing the matter with the claimant Union did not arise. The re-distribution of 38 staff of ore exchange Yard to other Yards of the Respondent is only an internal change of allocation of duties and their service conditions are not affected in any way. Hence the reference should be rejected with costs.

6. Sri A. Rahaman, General Secretary of Port and Dock Employees Association filed a separate

claims statement stating that their Association is a registered Trade Union and that TXR staff employed at the O.E. Yard are members of their Union. According to them the Ore Handling Staff was commissioned in 1965 and the workmen were employed for examining the trains called as TXR Staff are there in three Yards and the TXR Staff jointly conduct the inspection of incoming and out going wagons and not the defects along with the missing parts. According to him in the O.E. Yard two assistant Foremen, four Charge hands and three Fitters of Grade I and 8 Fitters of Grade III. This Fitter Grade III and 15 Khalasis are employed and these employees work in three shifts round the clock and attend to inspection about 400 to 500 wagons daily and reduced the amount of demurrage charge paid to the Railways. According to him even in the Dumper Yard the work of TXR Staff increased abnormally after the Outer Harbour was commissioned and they wanted increase of staff and emoluments and this Union raised a dispute on 4-1-1982 before the Assistant Labour Commissioner questioning the total of deductions of TXR Staff and conciliation proceedings ultimately resulted in failure leading to this reference.

7. While so by an order dated 18-5-1982 the Visakhapatnam Port Trust mentioned that 38 workmen concerned in the dispute were re-deployed for attending to the Plant work relating to the carriers repairs, replacement and relagging of pulleys from 19-5-1982. The Workers Union filed a Writ also in this connection. The work of O.E. Yard is of a regular and perennial nature and such a work cannot be entrusted to outside agency including the railways. The action of the Management is unjust and unwarranted and the joint inspection should not have been dispensed with and the same is unjustified and illegal. The Management is now paying to the Railway towards demurrage charges ranging from one lakh to two lakhs of rupee per month while the expenditure incurred for TXR Staff is only Rs. 45,000.00 and the average demurrage charges at Rs. 20,000.00 thus it would not exceed in all Rs. 70,000.00.

8. In the counter of the Management it is denied that the Visakhapatnam Port Trust is paying heavy amount as demurrage charges. In fact the payment of damages or demurrage charges to the Railways have been increased due to delaying tactics of the employees for some reason or other and refusal to go to the other yards. The allegations that the demurrage charges or damage charges are less when TXR inspection was done jointly by the railways was not correct. The staff of the O.E. Yard have been distributed to other Yards of the Plant in the same section and none of their service conditions were altered as it is only an internal change of duty and there are no changes in the service conditions of the employees affected. There is no mala fide action of the Management and there is no victimisation or unfair labour practice as alleged. Infact 38 staff of the O.E. Yard have been re-distributed in the same complex to avoid retrenchment. The present reference is not maintainable.

9. The National Port Trust Employees Union represented by its President B. Ch. Sanyasi Rao filed a claims statement stating that their Union is a registered Union and that all the incoming and outgoing wagons are to be examined by the TXR Staff which are posted in three Yards as mentioned already. The joint examination of the said wagons by the TXR Staff of the Port Trust and South Eastern Railways staff is in existence ever since the export of iron ore through conveyer system and the same is beneficial to the Port Administration for re-conciliation of accounts and movements of materials in the Port. This Union demanded to increase the staff or to pay over time extra wages as the export increased after the construction of the Outer Harbour resulting in coming of iron ore wagons into the Port. The Management failed to observe the application in regard to Section 9A of the I.D. Act. The O.E. Yard is being closed and the Yard is being given to the South Eastern Railways on contract basis with a lumpsum with benefit to the Railway management and at the same time to the detriment of the staff working. The Management entering into an agreement with the railways on 31-12-1981 is in violation of Section 9A of the I.D. Act and therefore it is liable to be set aside.

10. The Management agreed in its counter that there is a joint practice of examination of the trains ever since beginning of the iron ore through conveyer system. According to them it is normally taking 1.40 hours to make it possible to tipple more number of wagons. Therefore to have quick turn round of trains after discussion with the railways a decision was taken to dispense with the joint examination of wagons at O.E. Yard. The allegations contrary to the same are not true and not correct. The staff with an avowed object of demanding creation of additional posts and to claim over time wages purposefully intentionally created problem and they refused to go to other Yard whenever it is necessary. The allegation that Section 9A of the I.D. Act is attracted with this matter is not correct. There is no violation of the said Section. It is further mentioned that there are no additional claims by the Railways from January 1982 to May 1982 of the Yard inspection entrusted to the Railways. The Management did not enter into agreements with the Railways as alleged. This petition is liable to be dismissed.

11. The workers examined three witnesses W.W. 1 to W.W. 3 and marked Ex. W1 to W14. The Management examined two witnesses M.W. 1 and M.W. 2 and marked Exs. M1 to M6 in support of their case.

12. W.W. 1 deposed that he is the General Secretary of the Port and Dock Employees Association and that the Union is recognised by the Trade Unions Act and that he was party to the reference. According to him in the O.H. Yard which was started in the Outer Harbour in support of the iron ore is undertaken and iron ore is brought from various mines by train to Visakhapatnam and handed over to Port Trust Exchange Yard. It is his case that from their the trains were brought to the O.H.C. and iron ore is tipped in the stacks and whenever the Ship comes the said iron ore will be loaded from the stacks. According to him the Train Examiner staff work in three sub-divisions one at Ore Handling Yard, second at

Dumper Yard and the other at Receipt and Despatch Yard. According to him there are five sections i.e., Operations, Maintenance, Locos, Electrical and TXR in the entire Ore Handling Complex. Seniority of the staff for each section is as per Section seniority only and the promotion is also in the same section and that they are not interchangeable or inter-transferable. The TXR workers and the railway workers will do joint examination of the trains when the iron ore is brought to the Ore Handling Yard and note down the deficiencies of the parts of the wagons and then the train is brought into the Dumper Yard and tripping will be done. Again the Railways and Port Trust Workers jointly examine about the damages and deficiencies of the wagons after estimating the cost of these damages and deficiencies the Port Trust authority will reimburse to the railways.

13. According to him there are 38 TXR Staff working in Ore Handling Yard in different categories work in three shifts. It is his case that after TXR Staff took initiation the damages were reduced to 20,000 to 25,000 per month after the outer Harbour was constructed. It is his case that the work load of wagons checking was increased by nearly 400 to 500 wagons per day. Thus the necessity to increase the staff arose. It is his case that the workers agitated for the increase of the staff from 1981 and the Management closed the Ore Handling Yard from 1-1-1982 and those workers in the Ore Exchange Yard were asked to work elsewhere as there was failure of proceedings, the matter was referred to the Tribunal. Ex. W1 is the letter from the Management directing the TXR staff to go to various other sections. Ex. W2 is the minutes in the conciliation proceedings. Ex. W3 is the failure report sent to the Government. According to him these 38 staff members are from the maintenance section and therefore they should be merged into staff of maintenance Section for common seniority and promotion and the same was rejected. He admitted that 16 posts were abolished in the maintenance section from 1-1-1982. The Port Trust is an autonomous body controlled by the Board of Trustees. He admitted that the TXR staff are inter changeable between the three yards but that is once in four months. He admitted that the pay and service conditions are not affected. He also admitted that the seniority of the TXR are not affected and the promotional changes are not affected. According to him the service conditions are altered when they were asked to go to other units even other conditions are not affected.

14. W.W. 2 who is the person working in Dumper Yard. According to him the nature of work of TXR are quite different and the work is different and they are not given seniority in the maintenance section, that he is appointed only as TXR. He conceded that he is working in Dumper Yard of TXR Section as Grade III Fitter. He conceded that there is no change of pay or hours of work and his conditions or seniority or promotion are not affected.

15. W.W. 3 is a Chargemen in TXR. Section. According to him Ex. W4 is the copy of the notice put up that the Ore Exchange Yard was closed from 11.00 P.M. and Ex. W5 communication was given by the Port Trust to our Union President. According to him the Port Trust authorities have paid Rs. 45

lakhs to the Railways after the closure of the Ore Exchange Yard. Ex. W6 is the communication sent to the Secretary on this aspect. Exs. W7 and W8 are photo-stat copies of the letters addressed by the Chief Mechanical Engineer as well as the records and D.O. written regarding their grievances. He admitted that the seniority of TXR is not affected and the pay is also not affected and promotional chances also not affected.

16. On behalf of the Management M.W. 1 K. Kameswara Rao who is Executive Engineer, Ore Handling Complex Visakhapatnam Port Trust examined. According to him TXR Section comprises of Foremen, Assistant Foremen, Charge hand, Fitters of Grades I, II and III and Khalasis. He deposed about the manner of duties assigned to these workers when the train is received in O.E. Yard till it is left back. According to him Ore Handling Plant comprises of 400 staff of various categories and the Plant was started in 1965 and the Outer Harbour came into existence in 1976. He admitted that the loading capacity of the plant was 3000 tonnes per hour, and afterwards its capacity was raised to 8,000 tonnes per hour. But the total export from these plants is not changed and it is at six million tons per annum. Thus it is his case that there is no increase in the workload as far as Ore Exchange Yard is concerned. He filed Ex. M1 to prove the same. He admitted that from 1-1-82 the Ore Exchange Yard was closed and the wagons that are received moving in a closed circuit between Kirendal and Waltair. Since this particular type of wagon was not moving in any of the trunk railways. So the same wagons are subjected to repeated checks once in almost every 48 hours and the wagons come in a block and go in a block and they were able to save time and also improve out turn of checking. According to him the Supervisory Staff and the Staff working in the TXR stated non-cooperation due to which several trains were drawn out without joint examination and thus joint examination was given up from 1-1-1982. According to him the claim of the railways on average was Rs. 30,000 to Rs. 40,000 per month. The said charges includes the deficiencies and damages, and they paid full bill as claimed by the Railways. He maintained that there is no change in service conditions or the benefits enjoyed by the TXR by closure of the Ore Exchange Yard and that they are allocated to other work after the closure of the same. He mentioned that W.W. 2 is still in the TXR Unit working in the Dumper Yard. According to him there is an oral understanding between the Railways and Port Trust for examination of the wagons by the Railway Staff only and there is no such written agreement. He marked Ex. M2 as the special bill for damage incurred to distributory valves. The statement shown about the payment of damages by the workers Counsel is marked as Ex. W40. According to him though there is Ex. W6 letter as appointments were filed up. He mentioned that after the closure of the Ore Exchange Yard the TXR employees are not deployed to any other sections.

17. M.W. 2 is one Executive Engineer, Mechanical in the Port Trust. According to him the staff working in TXR having been experienced in their jobs adopted tactics and became uncontrollable and the work turned out by them decreased by their go-slow tactics. He marked these documents Exs. M3 to M6 to substantiate his case. Ex. M5 is the statement prepared by him after verifying damages and

deficiencies bill raised by the Railways. He admitted that joint examination in Ore Exchange Yard was commenced in the year 1967 and the same was dispensed with from 1-1-1982 after issuing Ex. W13. He said that by virtue of transfer of TXR people to maintenance section there is any violation of the conditions under Section 25(e) of the I.D. Act. After seeing Ex. W14 he mentioned that the wagons was reduced from year to year from 1981 to 1984. He denied the suggestion that the charges relating to the damages and deficiencies increased from the time of dispensation of the TXR Staff.

18. The witness for the Management was cross examined by the representatives of Harbour and Port Workers Union and Port Dock Employees Association Advocate. The other Union filed a Memo adopting the arguments of the Counsel Sri G. Bikshapathi for Port Dock Employees Association.

19. Admittedly the Visakhapatnam Port Trust is handling the transport of iron ore that was received from the wagons till the same was handed over to the Ships. The Ore Exchange Yard (OEY) was there since a long time and from 1967 the joint examination of wagons by TXR staff along with the Railways Staff with reference to demurrages and deficiencies was being done. The same was dispensed with from the early hours commencing from 1-1-1982 on the ground by closing the Ore Exchange Yard and the wagons that were received are moving in a closed circuit between Kirendal and Waltair at repeated intervals and the said particular wagons was not moving in any of the trunk railways also. It is admitted that Ore Handling Complex consist of three different yards, Ore Exchange Yard, Dumper Yard and R & D Yard. The three yards where these train examinations are done and the staff connected with them are known as TXR and they consist of Foremen, Assistant Foremen, Charge-hands Fitters Grades I, II and III and Khalasis. They work in three shifts in the three yards. It is admitted that the TXR staff which is the subject matter of this case are 38 in number and after the closure of this Ore Exchange Yard they are working in the Maintenance Section and other sections. It is conceded by the workers that there is no change of time of hours of work service conditions promotions or seniority and the benefits and that pay is also not affected. According to the workers the duties and under the provisions of Sections 9A and 25(o) of the I.D. Act. On the other hand the Management contended that the total export of iron ore from the Plant is not changed and it is six million tons per annum and that they are also to save time and improve the out turn of trains by dispensing with the joint examination and that the staff of the TXR themselves were responsible for non-cooperation by demanding for higher wages and more number of staff and that the expenses if any, incurred as could be shown under Ex. M2 during the months of January and February 1982 cannot be a criteria on the ground the bills of expenditure entrusted it to the railways was more. They filed the relevant documents to show that the demurrages and deficiencies are not increased and Ex. M2 bills cannot be taken into consideration for deciding that the Port Trust is spending more amounts. He filed the other relevant documents Ex. M1 to M6 to substantiate their point of view.

20. Under Section 25(o) of the I.D. Act the employer who intends to close down an undertaking of the industrial establishment has to follow certain procedures. First of all the closure of Ore Exchange Yard cannot be said to be a closure of the Ore Handling Complex. The iron ore that is received at the Ore Exchange Yard which was jointly inspected by the railways and the TXR is only entrusted to the Railways with an understanding to dispense with the joint examination of the TXR staff which is a time consuming procedure and also involving certain demands and heavy expenditure. The railway authorities found that wagons are coming in a closed circuit and such wagons are not employed in the regular routes and that this is time saving also. These 38 employees who are working in Ore Exchange Yard are transferred to the Maintenance Section without altering their service conditions regarding pay, seniority and promotion. So Section 25(o) of the I.D. Act is not attracted.

21. Under Section 9A of the I.D. Act if an employer proposed to affect any change in the conditions of service applicable to any workman in respect of the matters specified in the fourth Schedule then employer should give notice. The fourth Schedule mentioned about the wages, contribution, compensatory allowances, hours of work, leave with wages, classification of grades etc. It is nowhere stated by the witnesses for the Workmen that their service conditions were affected by their transfer to the Maintenance Section except stating that there is difference in nature of work and that they are disadvantages in Maintenance Section and that duties and responsibilities are also changed. So they could not specify the nature of the change of duties and responsibilities and the disadvantage which come under fourth Schedule so as to attract Section 9A of the I.D. Act. So long as their service conditions as mentioned under fourth Schedule which are admittedly protected and safeguarded when they work in the other Sections of the Ore Handling Complex, to say that the same comes under Section 9A of I.D. Act, if they work in the Maintenance Section or any Dumper Yard is not correct. It cannot be said that the same is to their disadvantage and if amounts to difference in nature of work and responsibilities. They are doing the same work of TXR even in the Dumper Yard except verifying the vehicle with reference to demurrage and deficiencies. In fact their work is made lighter as they are not doing the inspection of the wagons as TXR staff, in these yards while wagons come and go. If the demurrage payable by the Port Trust have increased it is for the Management to think about their problems in a wider perspective to increase or decrease the staff in the light of finances. But it is not a service condition protected under fourth schedule. So the arguments that the demurrages and deficiencies increased instead of decreasing by this new policy is not an arguable point for the workers. The workers W.W.1 to W.W.3 conceded that TXR staff are interchangeable between the three Yards i.e. Ore Exchange Yard, Dumper Yard and R&D Yard once in four months, and now when these 38 TXR staff are working in the maintenance Section of the same Ore Handling Complex, they cannot have any

grievances especially W.W.1 to 3 conceded that did not affect the service conditions regarding seniority, pay, promotion, concessions and benefits as could be seen which are protected under fourth Schedule Section 9A of the I.D. Act as well as Section 25(o) of the I.D. Act are not attracted to this case. After considering the documents also I do not find that the workers had made out a case to say that the dispensation of the work of joint examination of trains by TXR staff at Ore Exchange Yard with effect from 1-1-1982 is not justifiable in fact the action of the Management of the Visakhapatnam Port Trust in dispensing with the work of such joint inspection of the trains by TXR staff at Ore Exchange Yard is perfectly within the powers of the Management and the same did not come in the purview of Section 9A or Section 25(o) of the I.D. Act and the workmen have no concern about the dispensation of the work of joint examination of the trains if it is given up to be done by the TXR staff of early hours from 1-1-1982. I therefore, held that there is no relief which the workers are entitled. In other words the reference is answered against the workmen and in favour of the Management.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 4th day of September, 1985.

Sd/- Illegible  
INDUSTRIAL TRIBUNAL

#### APPENDIX OF EVIDENCE

Witness examined for the Workmen

- (1) W.W. 1.—A. Rahaman
- (2) W.W. 2.—M. V. Ramana Murthy,  
Port and Dock employees Association and  
National Port Trust Employees Union.
- (3) W.W. 3.—P. Krishna  
For Harbour and Port Workers Union.

Witnesses examined for the Management

1. M.W. 1.—K. Kameswara Rao.
2. M.W. 2.—R. V. R. Prasad,  
Documents marked for the Workmen  
Port and Dock Employees Association
- Ex. W.1.—True copy of the order No. CME/OHC/M/5434 dated 18-5-1982 issued by the plant Superintendent (M/R) regarding re-lagging of pulleys and idler repair replacement works.
- Ex. W.2.—True copy of the Minutes of conciliation proceedings held on 16-1-1982 before the ALC (6) Visakhapatnam in the dispute between the Management and their Workmen represented by Port & Dock employees Association over closing of ore exchange yard of TXR Staff.
- Ex. W.3.—Copy of the letter No. 16/1/82-ALC dated 30-1-1982 addressed by the Assistant Labour Commissioner (C) Visakhapatnam to the Secretary to the Government of India, Ministry of Labour New Delhi, regarding closure of work at Ore Exchange Yard of TXR section of the Visakhapatnam Port Trust.



Documents marked for the Harbour and Port  
Workers Union

- Ex. W.4.—Photo Stat copy of the letter dated 31-12-1981 addressed by Chief mechanical Engineer, Visakhapatnam Port Trust to all the T.M.R. Staff working in Ore Exchange Yard are required to report at Dumber Yard for duty on the Joint examination, in Ore Exchange Yard is dispensed with.
- Ex. W.5.—Photo Stat copy of the letter No. F/8389/82 dated 14-12-1982 addressed by the Chairman, Visakhapatnam Port Trust, to M. V. Bhadram, trustee, VPPT Board and Hony. President, Visakhapatnam Harbour and Port Workers Union Visakhapatnam, regarding Railway claims for missing and damaged parts data for the months of January 1982 and February, 1982.
- Ex. W.6.—Photo Stat copy of the letter No. F/20631/81 dated 21-6-1982 addressed by the Secretary, Visakhapatnam Port Trust, to the General Secretary, Visakhapatnam Harbour & Port Workers Union, Visakhapatnam.
- Ex. W.7 By consent—Photostat copy of the record of discussions held in the Chambers of Chief Mechanical Engineer on 2nd November 1981 with the Representatives of Visakhapatnam Harbour and port workers union, regarding the grievances of OHC(M) Section for creation of additional Staff for relagging.
- Ex. W.8 By Consent—Photostat copy of the D.O. letter No. CME/PA/82 dated 10-3-82 addressed by Chief Mechanical Engineer Visakhapatnam Port Trust to M. V. Bhadram with regard to creation of 4 temporary posts.
- Ex. W.9.—Particulars of iron ore train movement within port control gathered from Administrative reports and monthly traffic figures of the Visakhapatnam Port Trust.
- Ex. W.10.—Extract of Railway Claims paid by port Trust to S.E. Railway against damages and missing parts of the Calendar year 1981.
- Ex. W.11.—Comparative Statement of Recruitment Rules of OHC (M) & TXR Sections.
- Ex. W.12.—Panels for promotional posts.
- Ex. W.13.—Allocation of TXR Staff General Shift to attend for pulley relagging, carrier repair replacement groups as per the order of C.M.E. dated 17-5-1982.
- Ex. W.14.—Extract from the administrative report for the years 1981-82 to 1983-84 dated 4-12-1984.

Documents marked for the Management

- Ex. M.1.—Statement showing the number of trains and wagons tipped from 1965 to 1983.

Ex. M.2. —Special Bills due to damage of Distributor valves Angle cocks, and Air-hoses.

Ex. M.3.—Statement indicating the number of Employees working in permanent, Temporary and up-gradation in view of stagnation in TXR Section.

Ex. M.4.—Statement showing the number of trains/wagons from January, 1983 to October, 1984 handled at dumper Yard.

Ex. M.5.—Statement showing the damages and deficiencies bill paid to the Railways, from January 1983 to June 1984.

Ex. M.6.—Letter dated 18-12-1981 addressed by Traffic Manager, Traffic department, to Secretary, regarding the working of Port TXRs at dumper yard, R&D yard and Ore Exchange Yard.

J. K. VENUGAPALA RAO, Industrial Tribunal  
[No. L-34011/1/82-D. IV (A)]

नई दिल्ली, 25 अक्टूबर, 1985

का.प्रा. 5095.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कार्पोरेशन बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7 अक्टूबर, 1985 को प्राप्त हुआ था।

New Delhi, the 25th October, 1985

S.O. 5095.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government industrial dispute between the employers in relation to the Industrial Tribunal Kanpur as shown in the Annexure in the Corporation Bank and their workmen, which was received by the Central Government on the 7th October, 1985.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT KANPUR.

INDUSTRIAL DISPUTE NO : 246 of 1983

Reference No. L-12012/15/83-D(IV) (A), dated 9th  
December, 1983

In the matter of dispute between :

Shri Ram Prakash Sharma C/o Shri V. K. Gupta 2/363  
Nabiar, Agra.

AND

The Regional Manager, Corporation Bank, 41,  
Connaught Circus, New Delhi-110001.

APPEARANCE :

Shri V. N. Sekhari-representative for the workman.  
Shri A. K. Sinha-representative for the bank management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-12012/15/83/IV(A) dated 9th December, 1983, has referred the following dispute for adjudication.

Whether the action of the management of Corporation Bank in relation to their Belanganj Branch, Agra in terminating the services of Shri Ram Prakash Sharma ex-parte w. o. f. 26-2-82 is justified? If not, to what relief is the workman concerned entitled?



2. The case of the applicant Shri Ram Prakash Sharma is that he worked in Karolbagh Branch of the management as temporary peon from 8th January, 81 till 31st Jan, 81. That new branch of the management was opened at Belanganj Agra on 30th November, 81, and he was as a sub staff against regular and permanent vacancy where he worked upto 26th June 82, that the management illegally terminated the services of the workman on 26th June 82, without reasons after obtaining the signatures on some blank papers by taking advantage of this innocence with faith which blank signed papers were later misused as his resignation and the branch manager appointed some one of his choice after terminating his service and thus the termination of the workman was unfair. The workman has therefore, requested for reinstatement with all back wages and continuity of service.

3. The management in their written statement admitted to have opened a new branch at Belanganj, Agra and on enquiry from the employment exchange for recruitment on regular basis was told that the same would take some time, hence the workman was appointed as sub staff on temporary basis for a limited period. That the workman knew at the time of his appointment that the same was temporary until a regular appointment is made through the Employment Exchange. The workman's first appointment was from 30th November, 81 to 30th January, 82 and as recruitment were through employment exchange had not utilised, he was again employed for a limited period of one month from 2-2-82 to 1-3-82 and as the regular appointment was not utilised he further required to work from 3-3-82 to 26-6-82. The workman was also interviewed but he failed in interview and could not be selected and on 22-6-82 the workman Shri Ram Prakash Sharma tendered his resignation and the bank management accepted his resignation but relieved him w.e.f. 26-6-82 as per terms of his appointment. Thus his appointment is purely temporary and he never acquired the status of temporary workman and in these circumstances, the workman is not entitled to any relief claimed.

4. The management has filed first two appointment letters Annexure A and Annexure B with its written statement and incorporating the specific period for which he was appointed temporarily.

5. In the rejoinder the workman admitted that he attended the interview but the management selected their own man and placed him in the next interview sheet.

6. On being summoned by the workman the management filed all the four appointment letters all of which bears the signatures of the workman. Even in the last letters dt. 6-5-82 it was mentioned that the appointment was temporary and will not be entitled him to get regular appointment.

7. The management has filed the so called termination letter ext. 7 and two others which bears the signatures of the workman Shri Ram Prakash which is the acknowledgement of fact that as per appointment matter as per terms and condition your service stands terminated from today. All this acknowledgement of termination are on paper supplied by the bank but the so called resignation letter dt. 22-6-82 is on plain paper signed by the applicant Shri Ram Prakash Sharma. The reasons of resignation in that letter is that he has been selected in a very good organisation therefore, his accounts be settled immediately and resignation be accepted on that very day. On this the branch manager endorsed that the resignation accepted and he shall be stand relieved on 26-6-82 after office hours. Despite endorsing explanation on the application itself the management informed the workman about explanation and that he will be relieved on 26-6-82, only by letter on that very day i.e. 22-6-82 and duly signed by the workman. The management has also filed affidavit of Shri Vijai Gupta who also appeared in the witness box for cross as M-W-2 and he has justified that the resignation that the workman has submitted his own resignation with free will. The management has further filed letter dated 27th June, 1982 sent by the workman that he has no claim for any further appointment for any nature. In cross examination he has deposed that he did not accept his resignation and asked him to continue till 26th June 1982. This averment is not wholly true as on the alleged resignation letter of the workman dated 22nd June, 1982, Ext. R-2, the witness Vijai Gupta, Branch Manager, of the management bank endorsed resignation accepted and he shall

stand release on 26th June, 1982 after office hours. He may be informed accordingly. He has further deposed that for temporary appointment he takes permission from the head office and only after permission he appoints. Regarding acceptance of resignation letter he stated that they accept resignation of temporary employees in consultation with our officers from the Head office or Regional Office. There is nothing on record to show that on 22nd June, 1982 when he accepted the resignation and endorsed as such on Ext-2, he had received instruction in writing to accept the resignation letter. Further in cross-examination he stated that he had consulted the regional office and on being told to relieve him on the last date of his temporary employment, he ordered so. If it was so he could have written on the resignation letter of the workman Ext. R-2 itself that the resignation is accepted as per telephonic talk from the Regional Office.

8. It does not appeal to reason as to why a man would tender his own resignation with his own free will when there were only four days to go for his temporary appointment to come to an end. The reason given in the application that he has been selected in a very good organisation. The management has failed to substantiate that the workman had been selected in a very good organisation by filing any document thereof, and as such to my mind, the genuineness of ext. R-2 resignation letter Ext. R-2 is not proved by the management bank.

10. Workman Ram Prakash when enquired in cross examination as to why he did not lodge a police report when his signatures were forcibly obtained on blank paper. The counsel for the workman argued that had he raised any hue and cry or lodged police report his services which was going to come to an end on 26-6-82, he would have lost hope of getting any future appointment even if in a temporary capacity with the management employer. The workman soon after stated that he again tried for employment and was interviewed but was not given any employment. This was obviously reason why he did not raise objection or lodge the police report as that post was to be filled up by a permanent incumbent for which he too was a candidate and was so really interviewed. It is admitted by the management that soon after the termination of the workman one Shri Vijai Singh was appointed who was known to the then manager. The management document no. 2 which is list of peons appointed during the period 1982, shows that the workman Shri Ram Prakash was terminated on 26-6-82 whereas Vijai Singh was appointed from 28-6-82 i.e. just after a gap of one day.

11. Further it is common ground that the workman was interviewed for appointment but he was not given appointment. The circumstances that the workman was likely to get permanent appointment having worked temporarily at Delhi and then at the management branch at Agra. He had a good chance of getting permanent appointment and this was the reason why he did not complain about obtaining signatures on blank paper and giving it to the manager as desired by him. There does not appear any justifying reason why a workman whose tenure was likely to complete, according to the terms and condition of the appointment letter, on 26-6-82 would resign. There could obviously be one reason mentioned in the alleged termination letter that he was getting appointment else where. The management had failed to show that he was really appointed some where else which was a motive for giving resignation letter. In the absence of any express denial for further appointment beyond 26-6-82, Vijai Singh could not have been appointed as provision of section 25-H would have come into play. It appears that the branch manager wanted to appoint Vijai Singh, and it was for that reason that he considered the resignation letter on the paper obtained from the workman duly signed by him so as to be justification and denial for further employment. As in the case of Shri Ram Prakash Sharma, Vijai Singh was also given appointment for month to month and continued lastly till 13-9-82.

12. The workman was given last two pages of list 13-11-84 filed by the management on which he admitted his signatures, this signatures shows that the workman was paid bonus on 10-8-84, 27-9-84 and 15-9-83. The resignation letter was very material document particularly in view of the fact that the service of the workman was going to come to an

end by afflux of time only four days latter i.e. on 26-6-82. If really it was resignation letter, the management should have taken precautions as required under para 519, of the Sasri Award and ask him to give the resignation letter in Hindi as he normally signed in Hindi expressing his intention therein. The possibility can not be ruled out as suggested by the workman that his signatures was obtained and matter was typed out on it and the manager endorsed acceptance on that very day mentioning thereon that his service will come to an end on last day of agreed term i.e. 26-6-82. As opined above had this acceptance of this resignation letter taken place even on telephone, consent from the regional manager, the Branch manager must have written that he was accepting the resignation of the workman under the instruction from the Regional Manager and should have filed confirmatory letter later on. Thus the circumstances of the case suggests that the testimony given by the workman Ram Prakash is more probable and consequently I accept the testimony of the workman. The management has filed all the four appointment letters for four specific terms last being from 6-5-82 to 26-6-82. All these appointment letters bears the signatures of Shri Ram Prakash and all these appointment letters were temporary and even if temporary workman was terminated he should have been reappointed if vacancy was there in view of provision 25-H of the I.D. Act, which is evident from the fact that one Shri Vijai Singh was appointed soon after the termination of the workman.

13. It has been argued before me that the four appointment of the workman being for specific period can not be called retrenchment as the service came to an end by efflux of time under the stipulation contained in the appointment letters itself. My attention was drawn to the addition of sub-para BB9(i) in the definition of the management given under section 2(00) of the Act. This amendment was instituted by act 49/84 w.e.f. 18-8-84. It is argued that the amendment will relate back and will apply to all pending cases.\* The principal is well settled that a retrospective operation is not to be given to a statute so as to impair an existing right and if it was an intention of the legislature that it ever since any cooperation of the application initiated to have that meaning, intention should have been examined clearly and thus the amendment was being made with retrospective operation, meaning thereby that it would be deemed that it existed from the very beginning. No such express intention has been laid down by amending the definition of retrenchment under para (bb). Thus it would simply mean that the operation of the act is prospective and hence forth termination of the service of the workman on the expiry of the contract under stipulation contained in the appointment letters mentioning it that the termination would be deemed to be retrenchment will come into operation from 18-8-84.

\*On the other hand it is argued by the workman representative that as the fact of taking away some right from the workman which they were trying to get from law course particularly after the judgment in the case of Sundermony's Case in 1976.

In the instant case the last termination is of 26-6-82. I am supported in my view by law laid down in Workmen of M/s Fire Stone Tyre and Rubber Company versus Management 1973 1 LLJ page 278 wherein it was observed:

"It was well settled that in construing the provision of a welfare legislation, court should adopt what is decide as a beneficent rule of construction. If two constructions are reasonable possible to be placed on the section, it follows that the construction which furthers the policy and object of the act and is more beneficial to the employees".

14. I consequently hold that on this count also it can not be said that the termination of the workman on 26-6-82, was not retrenchment. The workman having worked in four spans about 61 months was entitled to notice pay and retrenchment compensation in view of para 522(4) of the Sasri Award. Thus the workman was entitled to 14 days pay in lieu of notice further he had a preferential right of appointment and should have been appointed a fresh from 28-6-82 on the date when Shri Vijai Kumar Singh was appointed as temporary peon. Thus the workman was entitled to reinstatement.

15. In view of the observations made above, the workman is entitled to be reinstated with full back wages.

16. I, therefore, hold that the action of the management of Corporation Bank in relation of its Belanganj, Branch Agia in terminating the services of Shri Ram Prakash Sharma is that he is entitled to be reinstated in service with full back wages.

17. I, therefore, give my award accordingly.

R B SRIVASTAVA, Presiding Officer

18. Let six copies of this award be sent to the Govt. for publication.

Dated : 30-9-85

R B SRIVASTAVA, Presiding Officer.

[No. L-12012/15/83-D-IV(A)]

का. अ. 5096—आधोनिक विवाद विनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार, विशाखपटनम पोतन न्यास के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित आधोनिक विवाद में आधोनिक अधिकरण, हैदराबाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 अक्टूबर, 1985 को प्राप्त हुआ था।

S.O. 5096.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the Visakhapatnam Port Trust and their workmen, which was received by the Central Government on the 8th October, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL, CENTRAL,  
HYDERABAD

PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.

INDUSTRIAL DISPUTES No. 54 of 1984

BETWEEN

The Workmen of Visakhapatnam Port Trust, Visakhapatnam.

AND

The Management of Visakhapatnam Port Trust, Visakhapatnam.

APPEARANCES :

Sri G. Bikshapathi, Advocate—for the Workmen.

Sarvasri K. Srinivasa Murthy, H. K. Saigal and Kumari G. Sudha, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour & Rehabilitation by its Order No. L-34012/5/83/D-IV(A) dated 2nd August, 1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Visakhapatnam Port Trust, Visakhapatnam and their workmen to this Tribunal for adjudication.

"Whether the action of the management of Visakhapatnam Port Trust in not filling up the 13 Gr. III skilled posts in Electrical Overhauling Section of Electrical Maintenance of Chief Mechanical Engineer Department with Senior most Khalasis of the said department as per the agreed ratio of 1 : 1 between Gr. III and Gr. II skilled categories is justified? If not, to what relief the Khalasis are entitled to?"

This reference is registered as Industrial Dispute No. 54 of 1984 and notices were issued to parties.

2. This is a petition filed by the General Secretary, Port and Dock Employees Association, Visakhapatnam seeking adjudication on the action of the Management of Visakhapatnam Port Trust in not filling up 13 Grade III scale post in Electrical Overhauling Section of Electrical Maintenance of Chief Mechanical Engineering Department of the senior most Khalasis of the said Department as per agreed ratio 1 : 1 between Grade II and Grade III skilled categories, stating that they are entitled for the same. It is mentioned that there was heavy stagnation of khalasis level and no promotional opportunities were provided. According to him to create promotional avenues for the Khalasis having sufficient service it was agreed to maintain certain ratio of posts of Grade I to Grade III posts so that the lower categories employees can secure promotion. It is mentioned that an agreement was entered in to between the Management and the Union on this aspect on 11-4-1979 and it was decided to maintain the ratio 1 : 1 between Grade II and Grade III posts skilled, ratio between Grade II and Grade I was fixed at 3 : 1. It is also mentioned as per the agreement the strength of the post always be in the above ratio, and that the said ratio was implemented in all categories of posts in the Port Trust. It is pointed out that in 191 when the issue was raised about the Electricians, Fitters and Welders of Ore Handling Complex the same was implemented was between Grade II and Grade III Posts by upgrading the Khalasis posts but in respect of Ore Handling Section (Maintenance) of Electrician Maintenance Section the ratio was not implemented for the reasons best known to the Management. The Union made a representation to the Management on several occasion for the implementation of the agreement and finally represented the conciliation Officer which ended in failure and thus the matter was referred to the Tribunal. It is contended that the Management not only followed the agreement but denied the promotion to 13 Khalasis without any reasons and therefore requested to this Tribunal-1 to hold that the action of the Management in not filling up the 13 Grade III posts skilled of Electrical Overhauling Section of Electrical Maintenance of Chief Mechanical Engineering Department as unjustified and to direct the Management to permit them to Grade III from the seniormost Khalasis with effect from 1-4-1979 and also to pay the arrears of pay.

3. The Management filed a counter denying the averments in the claims statement as true, valid and binding on the Respondent. It is mentioned that the Port and Dock Employees Association formed in the year 1970 and the Membership of the said Association is negligible as it represented only some staff in the Port Trust mainly belonging to the Ore Handling Complex of the Board. According to them it is not a recognised union and therefore cannot raise this dispute. It is pointed out after the implementation of the Wage Recommendation Committee in the year 1977 representations were made by the recognised union to review promotional opportunities to the employees. The Management reviewed the promotional opportunities of the employees and as a result of this the ratios between different grades which was earlier in the year 1971 were revised and the revised ratios were implemented with effect from 1-4-1979. In this review the ratio for skilled categories were also revised. The revised ratios are 1 : 1 between Grade III and Grade II and 3 : 1 between Grade II and Grade I. But there is no such ratio at all between the Khalasis and Grade III categories. The revised ratios were implemented wherever there is short fall in the higher categories by creating them to satisfy the ratios. There is no obligation whatsoever to increase the strength in the lower categories when the strength in the higher categories is higher than the lower categories.

(a) The Khalasis are recruited in the Port Trust for unskilled work and the strength is based on the actual requirement of the work. The Khalasis after acquiring necessary skill will be considered for promotion on their suitability for different Grade III skilled categories like Fitters, Welders, Electricians, Lineman Carpenters, Revitters, Motor Mechanic. The Khalasis have to choose the trade for which they want promotion and they have to appear for Trade test and pass the same trade for promotion. Therefore no ratios can be fixed between the Khalasis and the Grade III skilled categories which are varied in number.

The sanctioned strength of the Fitters in the Electrical Maintenance Section of the Mechanical Department is as follows:

Fitter Grade I—7.

Fitter Grade II—22

Fitter Grade II—9

According to the Management, certain number of posts were created and functioning in all the sections with these posts was found satisfactory. It is pointed out that though there 9 posts of Fitter Grade III, no difficulty has been experienced so far and there is no obligation to increase the number of Grade III when the strength of Grade II is more. As per the instructions of the Government of India (Ministry of Shipping and Transport) creation of new posts was restricted and the posts were being created only on the basis of the work load.

(b) In 193 in consultation with the recognised Union, the Management decided to promote the employees appointed in the initial categories on or before 1-11-1973 and the employees pointed out in the promotional posts on or before 1-11-1973 to the next higher posts in the line of promotion to avoid stagnation of employee in the existing categories. As a result of this 3,200 employees have been promoted to the next higher post in the month of December, 1983 and January, 1984. The 13 Khalasis in question did not complete the required service for promotion in the next higher categories in the line of promotion. It is further mentioned that after this review the earlier decisions of ratios have become redundant, obsolete and no longer in force and binding on the Respondent-Management. It is denied that there is violation of agreement as alleged. It is asserted that the 13 Khalasis have no claim for promotion in Grade III categories.

4. Workmen examined one witness who is the General Secretary of the Port and Dock Employees Association as W.W. 1 and marked Exs. W 1 to W 6. On the other hand the Management examined one witness who is the Senior Personnel Officer as M.W. 1 and marked Exs. M 1 to M 3.

5. W.W. 1 stated that he is working as Operator in Grade I in Ore Handling Complex and this reference relates to Ratio between Grade III and II Fitters in Ore Handling Complex of Electrical Maintenance in Chief Mechanical Engineering Department. He asserted that all the workers in the Electrical Section of Ore Handling Complex are their Members and in 1979 the Management accepted the ratio of promotional opportunities for the workers, and the same was also implemented in some sections except this Ore Handling Section of the Electrified Maintenance Section. He marked Ex. W1 copy of the agreement dated 10-4-1979 and 11-4-1979. The conciliation proceedings failed and the letter addressed by the General Secretary in that context, he marked as Ex. W 2. The Management filed their comments before the Assistant Commissioner of Labour as could be seen under Exs. W 3 and W 4. He marked Ex. W 5 minutes of failure of conciliation proceedings and Ex. W 6 as the copy of the failure report made by the Assistant Commissioner of Labour.

(a) According to aim as per the Agreement the ratio between Grade III and Grade II for promotional purposes is 1 : 1 and there are 22 employees in Grade II Fitters post and 9 Grade III Fitters in Ore Handling Section of Electrician Maintenance. If this agreement is implemented still 13 Khalasis will get promotion as Grade III Fitters to make the ratio 1 : 1 maintain. According to him the senior most Khalasi will be promoted to Grade III Fitter after trade test and from 1979 onwards this ratio was not maintained and the consequential promotion of Khalasis was not maintained and the consequential promotion of Khalasis was not done. So it is requested that the senior most 13 khalasis in order of seniority be promoted as Grade III after passing the trade test from 1-4-1971 and it is also requested consequential arrears of emoluments and other benefits be given from 1-4-1979. In the cross examination he mentioned that no Union of the Port is recognised by the Management as Code of Conduct was not accepted by the Government and Federation of Unions. He mentioned that his Union consist of 3,000 members in the Port Trust and expressed that other Visakhapatnam Harbour and Port Workers Union and Visakhapatnam Port Employees Union represent 8,000 workers. According to him except Foremen working in the Electrician Maintenance of Ore Hand-

ling Complex all other Members of the Ore Handling Complex are members of this Union. He accepted the proposition that Grade III is semi-skilled and Grade II skilled and Grade I is highly skilled and that Khalasis are unskilled workers as 3rd Form as minimum qualifications. He also accepted that Khalasis after passing the trade test in the required branch will be eligible for Grade of respective posts of Fitters, Welders, Electricians, Linemen etc. He agreed that those Khalasis have not completed 10 years of service in the existing post of Khalasis as per the promotional policy of 1-11-1983 but under the Settlement Ex. W 1 executed on 1-4-1979 the ratio of 1 : 1 between Grade III and Grade II should be maintained. He conceded that there is no ratio under Ex. W with regard to Khalasis to Grade III. He denied the suggestion that under Ex. W 1 that there is no obligation to create Grade III posts for maintaining the ratio. He admitted that he was not party to Ex. M 2 settlement. According to him irrespective of the workload the promotion was given as mentioned in Ex. M 3 ratio 1 : 1 : 3. According to him the dispute is filed even before the promotional policy dated 21-11-1983 under Ex. M 3 was evolved.

6. On the other Hand M. W1 mentioned that the Port and Dock Employees Association is not a recognised one and the recognised Union normally enter into agreement with the Management and that there are 12,000 workers in the Visakhapatnam Port Trust. According to him the promotion ratio is 1 : 1 : 3 agreed upon with the management with four recognised unions but not with this unrecognised union. He admitted that as on 1-4-1979 with the date of implementation of the ratio the semi-skilled Fitters Grade III are 9 and Grade II are 22 and Grade I are 7 and because of the fact that there are 22 posts of Grade II on account of the implementation of ratios of Grade I posts are being made 7 and that no ratio was recognised between Khalasis and Grade III posts. According to him the present union never gave the names of Khalasis for being promoted to Grade III posts.

(a) He maintained that from 1-11-1983 as a new scheme promotion came, this Scheme of ratios is not in vogue or practice of the said commencement of new Scheme of promotion. He admitted in the cross examination that the present union was not called for discussion at the time of the finalisation of ratios on the ground that it is not a recognised Union. He conceded that the Management did not issue a proceedings or orders to say that the four Unions were recognised. He also conceded that after 1-4-1979 Grade I posts were increased to 7 as the Grade II posts were 22. It is his case that as there are already 22 Grade II posts as there is commitment with the recognised union that excess incumbents should not be reverted Grade I posts were made 7. According to him Grade III posts were not filled as there is no workload warranting any additional posts. He contended that on the question when there are 22 Grade II Posts that it is not necessary to maintain equation by creating 13 Grade III posts more as there are only 9 posts of Grade III.

7. The admitted facts of the case are that there is an agreement entered into between the Management and the Unions to maintain certain ratios between Grade from Grade to Grade III posts which were fixed earlier in 1971, when they were implemented from 1-4-1979. In this review the ratios for skilled categories were also revised. The revised ratios are 1 : 1 between Grade III and Grade II and 3 : 1 between Grade II and Grade I is accepted. The Khalasis are recruited in the Port Trust for unskilled works and the Khalasis after acquiring necessary scales will be considered for promotion on their suitability by different Grade III skilled categories semi-skilled categories like Fitters, Welders, Mechanics, Electricians, Linemen, Carpenters, Sawers, Revitters, Motor Mechanic etc. The Khalasis choose the trade for which they want promotion and they appeared for the trade test and when they passed the same became eligible for promotion to that grade.

8. According to the Management there were four unions namely Visakhapatnam Port Employees Union with a membership of 5,000 Visakhapatnam Harbour and Port Workers Union with membership of 4,500, National Port Trust

Employees Union with a membership of 1,200 and Port Khalasis Union with a membership of 800 to 900. It is the Management case that a Settlement was entered into with the four recognised unions after the recommendations of the Wage Revision Committee in 1977 and thus ratios of 1 : 1 between Grade III and Grade II and 3 : 1 between Grade II and Grade I were implemented with effect from 1-4-1979. It is admitted that in the normal way of promotion to Khalasis of different Grade III semi skilled posts depend upon the work load of Grade III posts and also passing the Trade test in the concerned by the Khalasis. It is admitted case that Grade III posts are semi skilled category otherwise called basic tradesmen Grade II being skilled categories and Grade I being highly skilled. According to the Management as there was no recommendations in the Wage Revision Committee regarding the promotional avenues for khalasis when the four recognised unions represented to the Management to provide promotional avenues at which the present Union is not a party, after discussions with them finalised the promotional opportunities by evolving these ratios which were implemented with effect from 1-4-1979 and it has nothing to do with promotions from Khalasis to Grade III tradesman posts.

9. This reference relates to not filling up the Grade III semi-skilled posts in Electrical Section of Ore Handling Complex of Chief Mechanical Engineering Department with the senior most Khalasis of the said Department as agreed to in the ratio of 1 : 1 between Grade III and Grade II skilled categories. It is admitted by the Management that the sanctioned strength of Fitters in Electrical Maintenance Section of Chief Mechanical Engineering Department were as follows :

Fitters Grade I—7

Fitters Grade II—22

Fitters Grade III—9

Following the Settlement which were implemented from 1-4-1979 the ratios of 3 : 1 between Grade II and Grade I Fitters in the Electrical Maintenance Section of Chief Mechanical Engineering Department is kept in tact when there are 7 Grade I Fitters in relation to 22 Grade II Fitters (1 : 3) Now applying the same principle with reference to Grade II Fitters and Grade III Fitters when the agreed ratio is 1:1 when there are only 9 Grade III Fitters, the workers case is that 13 more Grade III Fitters should be there to implement the Settlement dated 1-4-1979 (in order to equalise the ratio of 1 : 1) (Grade III 22 and Grade II 22 posts). The Management on the other hand contend that there is ratio fixed between Khalasis and Grade III semi-skilled categories and that 9 posts of Grade III Fitters the Management is not experiencing any difficulty and further contended that the posts were being created only on the basis of work load and that the demand of wholesale promotion cannot be subject matter of a demand or a reference since promotion is a managerial function. It is also contended that the Khalasis who were all unskilled category to claim promotion to the posts of Grade III basic tradesmen must have acquired sufficient knowledge and also passed the Trade test in the concerned branch and there must be vacancies in Grade III posts and Management should be in a position to award 8 hours to each of these persons. Finally the Management contended knowing fully well the conditions prevailing and the requirements the four recognised unions which are representing the entire labour force of the Port Trust did not raise this dispute. It is further contended that the scheme of ratio is not in vogue or practice with effect from 1-11-1983 in view of the implementation of the new scheme. It is explained that even on the date of implementation of the ratios when 22 posts of Grade II were already there to maintain the ratio of 1:3 between Grade I and Grade II, 13 Grade II incumbents should have been reverted back to Grade III but on an understanding with the four recognised unions such a reversion should not be contemplated that they are allowed to continue in Grade II posts only. Thus the situation was as existed namely 7 Grade I Fitters, 22 Grade II Fitters and 9 Grade III Fitters is justified by the management.

10. Before going further, the Management also raised a contention that this union has no representative character and it cannot raise any dispute and the dispute even if it is raised by it will not be an Industrial Dispute and the

Industrial Tribunal will not have jurisdiction to decide the reference even if such a dispute is referred for adjudication. Therefore it is contended that the reference should be rejected on this plea.

11. Admittedly the Management entered into an agreement which came into effect from 1-4-1979 after recommendations of the Wage Revision Committee of 1977. According to them a ratio of 1:3 between Grade I and Grade II posts and 1:1 between Grade II and Grade III posts is accepted by the Management. It is also asserted by the present union that the said ratios between these grades is uniformly implemented in all branches of Visakhapatnam Port Trust except in the Ore Handling Complex of Electrical Maintenance in Chief Mechanical Engineering Department. This is not rebutted or challenged by the Management. It is found from their very counter that on the date of the said agreement which was implemented there were 22 Grade II Fitters in the Electrical Maintenance Section of Chief Mechanical Engineering Department and 7 Grade I Fitters and 9 Grade III Fitters. If so if the ratios were strictly implemented from 1-4-1979 in the normal course when there are 7 Grade I Fitters and 22 Grade II Fitters maintained in the ratio of 1:3 in between them necessarily it followed that there should have been 22 Grade III Fitters at the ratio of 1:1 instead of 9 Grade III Fitters. It is said that the Management came to an understanding with the four recognised unions on the ground that the recognised union did not question this lacuna. Surprisingly none of the four recognised union Leaders or their recognised President or Secretaries as the case may be were examined to show that they were parties for such an understanding to keep Grade III posts at lesser ratio or unequal ratio than agreed ratio when the same was implemented in all the Departments of the Visakhapatnam Port Trust. There must be legal evidence from responsible union leaders that such unequal ratio was accepted and it would justify only in Electrical Overhauling Section of Electrical Maintenance of Chief Mechanical Engineering Department. No such record is produced showing such an agreement or understanding between the four recognised unions and the Management. Further no witness worth mentioning from such four recognised unions was examined to support this contention of the Management. The basic question is whether the ratio in Grade III Fitters being shown at 9 after implementing the agreement from 1-4-1979 with reference to all grades in Visakhapatnam Port Trust is really justified if so and on what basis it should be justified. The Management ultimately came forward as shown in the written arguments that apart from knowing that the Khalasis who were unskilled with experience after passing trade test are available, there must be adequate semi-skilled work for giving such promotion and thus as promotion is a managerial function which requires many things to be taken into account for determining promotions, no one can claim it as a matter of right. This is the essence of the Managements contention. In other words the Management accepted and conceded that there is a ratio 1:1 between Grade II and Grade III Fitters and it was not maintained in the Electrical Maintenance Section of Mechanical Department. They have gone to a further extent by examining M.W.1 to say that in order to avoid reversion of 13 Grade II Fitters into Grade III they came with an understanding with the four recognised unions that such a reversion should not be done and therefore they allowed 22 Grade II Fitters though 9 Grade II Fitters would have been in the normal course by implementing the scheme. There is no proof of such understanding arrived at between the four recognised unions with reference to non-reversion of 13 Grade II Fitters to Grade III Fitters. Further when there is an agreement implemented from 1-4-1979 with reference to all sections in all categories it cannot be said that such a difficulty had come only in this Branch namely Electrical Maintenance Section of Mechanical Department. Even by chance if such a proposition is to be accepted for the purpose of argument by making Grade II posts 9 reverting 13 Grade II posts to Grade III posts, there will be 9 already existing plus 13 which are said to be reverted which becomes 22 and the ratio of 1:3 between Grade I and Grade II will not be there. When the Grade I posts are 7 necessarily Grade II posts must be 22 so as to arrive at ratio 1:3. So this so called arguments set up in the evidence of M.W. 1 that by virtue of understanding by four recognised unions that they

differed reverting 13 incumbents from Grade II to Grade III falls to the ground. If the same is done the ratio between Grade I and Grade II will not be maintained and that will be a grievance for Grade II Fitters. So the Management could not think of such untenable arguments as a possible explanation for this unequal ratio between Grade II and Grade III as is admittedly existed in the Electrical Maintenance Section of Mechanical Department.

12. The Managements case is very much rested upon the saying that the reference should be rejected as the union has no representative character. First of all when there is an agreement with the recognised unions which is admitted by the Management to have been implemented in all sections till they have revised the Scheme from 1-11-1983, Non-implementation of the agreement till 1-11-1983 or even subsequently as per the Agreement entered with the Unions can be a matter of dispute and any individual worker can also if he is aggrieved question the non-implementation of the agreement if it affects him. In the instant case the Management came with figures that Visakhapatnam Port Employees Union has 5,000 members; but it is not mentioned how many of them are the members who are working in Ore Handling Complex of the Electrical Maintenance Section of Mechanical Department. This is relevant. It is not given by the Management. Similarly the Management mentioned that Visakhapatnam Harbour and Port Workers Union has 4,500 members. It is not known how many out of those members are employees working in the Electrical Maintenance Section of Chief Mechanical Engineering Department. Similarly it is not mentioned anywhere in the oral evidence of M.W.1 or in the written arguments or in the counter of the Management that so many of them are the employees from Ore Handling Complex of Electrical Maintenance Section of Mechanical Department from the National Port Trust Employees Union consisting of 1,200 or Port Khalasis Union having 800 to 900 members. But W.W.1 on the other hand who is the General Secretary of the Port and Dock Employees Association who is also an employee as Operator Grade I in Ore Handling Complex mentioned that the total working employees in the Electrical Maintenance Section are their members. He mentioned that their Union consist of 3,000 members in the Port Trust and that the Port Trust had 9 Unions operating in Port Trust. Finally W.W.1 asserted in the cross examination except Foreman working in the Electrical Maintenance Section all other Ore Handling Section employees are members of his union. He also explained that he did not file any statement to support the same as the Management did not raise any objection on this aspect. Atleast to cast doubt on this assertion of W.W.1 that all the employees in the Electrical Maintenance Section of Mechanical Department are members of his Union, the Management should have examined one of the recognised union or atleast given the figures of the workers in the Electrical Maintenance Section of Ore Handling who are members of the other four recognised unions. This is not done and M.W.1 could not say from what date these four Unions were recognised and could not remember the strength of the recognised four Unions which were recognised. According to him the present union which is fighting the cause of Electrical Maintenance Section employees of Chief Mechanical Engineering Department has got only 300 members. But he did not say that these 300 members are employees in other departments and that the assertion of W.W.1 that except Foreman the rest are the employees of the Electrical Maintenance Section of Ore Handling Complex is not correct and there are other section members in his union. So it is established that the present union has a right to represent the cause of the workmen of Electrical Maintenance Section in a representative character having majority of the employees of Ore Handling Complex as its Members. So it is not correct to say that this Union has no representative character and thus it should not be allowed to raise a dispute. This is factually incorrect on the available evidence. Further when the Management discussed with the unions for a settlement and the same was implemented with reference to promotion aspects in the light of the reports of the Wage Revision Committee of 1977 any violation of the said settlement becomes an Industrial Dispute if it is not followed and any person or union representing them who is aggrieved by it will get a right. So



the arguments that the Union has no representative capacity to review dispute and that it is not an Industrial Dispute and the Industrial Tribunal will not have jurisdiction to adjudicate the reference are all innovations for the purpose of argument but they do not stand the test of legal scrutiny. The said arguments that the reference should be rejected is held not correct. On the other hand it is held that this union which has got majority of its members from Electrical Maintenance Section of Ore Handling Complex of the Chief Mechanical Engineering Department has got representative character and they are only raising a dispute within the four corners of definition of Industrial Disputes as enacted under the Industrial Disputes Act to be decided by the competent Industrial Tribunal with reference to interpretation of the agreement entered into by the Management. Even if they are unrecognised if the Management entered in to an agreement or settlement with them which were implemented from 1-4-1979 the Union which was admittedly not called for discussion can question the Management for non-implementation of the agreement. Ex. M2 is the said minutes of agreement showing the ratio. Ex. W-1 is part of Ex. M2. In Ex. M2 it is mentioned that the said Settlement is in respect of different categories of staff in consultation with the recognised unions and the same were implemented. M.W1 admitted that the present Union was not called for discussion at the time of finalisation of ratio on the ground that it is not a recognised one. It is suggested to M.W1 that he cannot produce any documents to show that the four unions were recognised by the Management. The witness asserted that he can produce to show that the Management had correspondence and discussions with the four recognised unions thereby indicated that they obtained the status of the recognition. Finally the witness explained that no separate proceedings or orders were issued by the Management in token of recognition of the so called four unions mentioned by him. It is his case that the Management entered into correspondence and held discussions so as to recognise them and the witness could not answer if such correspondence is maintained by this Union also with the Management and also if they hold discussions with them, whether it could be a recognised union according to his conception. The witness could not directly answer the same and ultimately accepted that there are no proceedings or orders to show that these four unions were recognised by the Management. So on the face of this evidence and admissions and available material when W.W1 represents the majority of the employees in the Electrical Maintenance Section in Chief Mechanical Engineering Department and when agreements or settlements which was implemented with reference to all grades of employees in other departments of Visakhapatnam Port Trust and when it is clearly established that this union is representing a particular section of employees aggrieved for non-implementation of the agreement it must be held that this Union has representative character and that it is also in the nature of Industrial Dispute to be decided by an Industrial Tribunal having jurisdiction and thus the reference is within the competence of the Government for reference and is also within the powers of Industrial Tribunal to adjudicate upon the reference.

13. The Learned Counsel for the Management relied upon the decision reported in *Vazir Sultan Tobacco Co. Vs. State of A.P.* [1964 (1) LLJ. page 622]. That was a case where dismissal of an employee after 4-11/2 years was referred for adjudication and the cause of such dismissed employee was espoused by 104 coworkers out of 2,700 workmen in the establishment. In that context His Lordship observed that the other workmen in the other establishment though engaged in the same line of business could not be said to have any direct or substantial interest in the cause of such dismissed employees. It is not so in the instant case. There is no material evidence to show that these four workers Unions were recognised first of all and that they constitute majority of the employees working in the Electrical Maintenance Section of Chief Mechanical Engineering Department. In the instant case the workmen as a body or a considerable section of them making a common cause of the grievances of employees of the Electrical Maintenance Section of Mechanical Department raised the dispute the non-implementation of the agreement to them. It had all the characteristics of Industrial dispute supported by a Union of employees. In that case the persons who

are not employees of the same employer were held not interested and their support cannot be conferred individual disputes into an Industrial Dispute. Those facts are not at all applicable to the present facts. The Management relied upon decision in *Ahmad Ali Ansari vs. Labour Court* (1962 (1) LLJ. page 99). It was a case where 34 out of 108 workmen in the establishment were dismissed for misconduct and their cause was not taken up by the fellow workmen who were members of the Trade Union or any appreciable number of fellow workmen in the establishment and further the evidence on record showed that the rest of the workmen was not interested in the cause of the dismissed workmen. In that context it is held that it is not in the character of Industrial Dispute within the meaning of Section 2(k). It is not so W.W1 represents the majority of the employees and he is also workman in the same Ore Handling Section and they constitute majority of the members of the Union. They are all interested in the cause of the non-implementation of the agreement while the same is implemented in all other sections. So it assumes the character of Industrial Dispute under Section 2(k). The Management relied upon another decision in *State of Punjab v. Gondhara Transport* (AIR 1975 S.C. page 531). It was a case where when an employee was dismissed a dispute was espoused by only 1/12th of the workmen actually in the employment of the Company and it was held there being no Industrial Dispute the reference is incompetent. On facts out of 60 workmen employed in the Company only 18 workmen sponsored the cause of the dismissed and retrenched employees and 18 include 13 dismissed workers of the Company. Their Lordships observed that the cause was espoused by only five workmen who were at the relevant time actually in the employment of the Company and such proportion was five to sixty could not be considered to be an appreciable or substantial body of workmen so as to constitute an industrial dispute. First of all it is not with a reference to the dismissal and further when there is clear evidence asserted that in the Electrical Maintenance Section of Ore Handling Complex of Visakhapatnam Port Trust except the Foreman all the other employees are members of this union. It is too much to say that this Union did not represent these employees who are aggrieved by the non-implementation of the said agreement entered into by the Management with the Union which is implemented in all departments with reference to the same grades. It has no application to this dispute. In *Indian Cable Co. Ltd. Calcutta v. Their workmen* (Indian Factories Journal Vol. 22 1962-63 page 262). It was held that no hard and fast rule can be laid down as to the number of workmen whose Association will convert an individual into an industrial dispute and that depends upon the facts of each case and the nature of the dispute. It is also said the group might even be a minority but it must be such as to lead to an inference that the dispute is one which affects workmen as a class. In the instant case W.W1 justify by his evidence that he represents the majority of the employees in the Electrical Maintenance Section of Ore Handling Complex and that the dispute affects Electrical Maintenance Section as a class of workmen by non-implementation of the agreement from 1-4-1979. Hence the reference is maintainable. The Management relied upon the decisions reported in *Associated Cement Companies Ltd. v. Workmen employed in Kymore Limestone Quarry* (Indian Factories Journal Vol. XXIII page 489). It was a case where out of 201 daily rated employees in a concern of whom a dispute was raised regarding the proper categorisation of 155 workmen the remaining being unskilled workmen or workmen of highest grade it was held that the demand by the workmen for wholesale promotion of workers into higher grade which was not matter within the jurisdiction of the Tribunal and therefore the reference of the dispute should be invalid. First of all it is not a demand for wholesale promotion of workers into higher grades. Whether the ratio of 1:2 between Grade I and Grade II, and 1:1 between Grade II to Grade III employees is implemented in the Ore Handling Complex of the Chief Mechanical Engineering Department or not. What is the effect of it if the ratio is not maintained. So it cannot be argued so as to say that there is no jurisdiction for the Industrial Tribunal. Moreover in that case when the phraseology was changed and a second time reference was made which was held to be not valid, it is not so in the instant case. Thus, on a careful consideration of the entire material placed before me,

I held that the reference comes under the Industrial Disputes as defined under Section 2(k) and this Tribunal is perfectly within its power to adjudicate upon and the reference is maintainable and contention of the Management on this aspect is rejected as not tenable.

14. The Management contended that promotion is essentially a managerial function and that under this reference the Union is seeking promotion of Khalasis in the cause of implementation of the settlement by asking the Management to fill in Grade III posts by qualified trade test passed experienced Khalasis to an extent all 13 people into Grade III and that the same should not be done. To justify the same be relied upon the decision reported in Brooke Bond India (Private) Ltd. v. Their Workmen (Indian Factories Journal Vol. XXVIII, page 136). It is laid down that normal promotion of workmen is a management function but there must be occasion when industrial adjudication may have to interfere with promotions made by the Management where it is felt that persons superseded have been so superseded on account of mala fides or victimisation. On facts in that case there was no evidence to support the findings of the Tribunal that the impugned promotions were mala fide or that the employees have been victims of so as to justify the Tribunal to interfere. But from judge's judgment it is clear that there must be occasions Industrial Tribunals may have to interfere with promotions made by the Management where it is felt that persons superseded have been so superseded on account of mala fides or victimisation. As on the date of the agreement in the instant case when it was implemented on 1-4-1979 the ratio between Grade I, Grade II and Grade III settlement is maintained at 3:1:1. This agreement is effective from 1-4-1979. This ratio was enforced and implemented in all the sections except Electrical Maintenance Section of Chief Mechanical Engineering Department. There were 22 Grade II Fitters in that Department. According to the ratio which was implemented in all sections the same number has to be maintained in Grade III also but there are only 9 Grade III Fitters. Hence the strength of the Grade III has to be enhanced by 13. The Management ought to have promoted 13 eligible unskilled workmen to the post of Grade III Fitters provided they had experience and also passed the Trade test. W.W. 1 maintained and deposed that there are senior Khalasis having requisite experience, knowledge and having passed the Trade test awaiting promotion to Grade III Fitters posts, when there is an agreement to maintain certain ratios and when there is emphasis there are Khalasis who are experienced with knowledge and training and also having passed trade test without mentioning XYZ as the party for whom the Union is fighting when such ratios is not maintained between Grade II and Grade III the inaction of the Management should be held mala fide. The arguments of the Management that they experienced on difficulty by not promoting qualified Trade test passed experienced Khalasis into Grade III amounted to nullifying the agreement and the same is not permissible under the I.D. Act. Having entered into an agreement it is bound to implement the same. It is seen that the Port Trust implemented the same in various sections without so-called economy measures as per the Circulars of the Government of India. Moreover the Government of India is not party to the agreement. The circulars have no application. The Port Trust authorities cannot withdraw the implementation of the ratios with reference to this particular Ore Handling Section anticipation of some instructions from the Central Government. It is absurd to say that when the Port authorities permitted the employees to maintain the ratios between Grade I and Grade II by implied understanding they did not revert Grade II Fitters to Grade III Fitters. This contention is abnoxious and the evidence in this regard is done to defeat the claims of the employees of the Ore Handling Complex who are eligible for such promotions. The Managements counsel relied upon the decision reported in Indian General Navigation and Railway Company Ltd. v. its Employees at Rajabagan Dockyard (1961 (II) LLJ, page 372). It was a case where a complaint by the workmen against the policy of the management in granting promotions and non-grant of promotions was referred for adjudication with other demands. The Industrial Tribunal while recognising the position that promotion is management function constituted as Board of three officers to scrutinise the said promotions. The Supreme Court while suggesting more practical scheme as evolved in the award of the Major Engineering Tribunal published

in the Calcutta Gazette on 5 November 1958 (para 14 of the said award) held that it would be eminently reasonable that the award on the same terms should be made in that case. This judgment would also show that though promotion is a management function and there is a right to interfere when the same is not properly done when there is an agreement or settlement. It would only support the case of the workers. When the Visakhapatnam Port Trust authorities permitted the employees to maintain the ratios between the Grade I and Grade II there should not be any difficulty in maintaining the strength in Grade II and Grade III also on 1:1 ratio. The contention that the management has to take into consideration about the matter of demand or workload etc., are all not based upon correct facts. It is not their case that among the concerned Khalasis there are no persons with sufficient knowledge having passed the trade test and therefore they did not fill the posts from them to Grade III. It is contended vaguely that there may not be adequate semi-skilled work in employees and the management while promoting has to consider the prevailing conditions and requirements. They could have stated what are those prevailing conditions by legal evidence either before the Conciliation authorities or before this Tribunal that they have no sufficient knowledge of Khalasis did not pass the trade test in the concerned Branch. They should have placed before this Tribunal the so called conditions prevailing and prove that the requirements of the Port were satisfied on all aspects without the said ratio and therefore that have justified the said non-promotion. But there was no such material. Evidence is totally lacking on this aspect. First of all if the ratios as agreed upon are to be maintained there must be necessarily 22 Grade III posts. The Management has no direct recruitment of Grade III posts till 1-11-1983 when they imposed new scheme of promotions. Even under Ex. M3 the employees who were appointed in the initial categories on or before 1-11-1973 would be considered for promotion to the next higher category in the line of promotion in accordance with the existing recruiting rules subject to their passing the Trade Test and the employees who were promoted or appointed to the promotion post on or before 1-11-1975 would also be considered for promotion to the next higher promotion post subject to the passing of the Trade test and the above decisions would be implemented with effect from 1-11-1983. It is clearly established that equation (1:1) of Grade II and Grade III posts are not maintained when there are 22 Grade II posts. There should have been necessarily 22 Grade III posts. So it cannot be argued that the agreement had no application with reference to the ratio between the Khalasis and Grade III posts. The question is whether equation between Grade II and Grade III has been maintained or not. For maintaining the said equation the only way is that Khalasis who had sufficient experience and having passed trade test in that concerned Branch of Fitters as in the instant case if available should be promoted to Grade III Post. There is no other way of implementing the said agreement. Thus on a careful consideration I hold that the action of the Management of Visakhapatnam Port Trust in not filling up 13 Grade III semi-skilled posts in Electrical Overhauling Section of Electrical Maintenance of Chief Mechanical Engineering Department with the senior most Khalasis of the said Department who had passed the required trade test and having experience as per the agreed ratio of 1:1 between Grade III and Grade II skilled categories is not justified. It cannot be said that the 13 Khalasis who are qualified and experienced have no claim for promotion to Grade III posts. Moreover the promotional review policy as indicated in Ex. M3 is another step for removing stagnation for 1973-75. It cannot be said that by virtue of the said revised implementation of promotion from 1-11-1983 as per Ex. M3 comes in the way of those promotions of Khalasis to Grade III. This agreement which was implemented from 1-4-1979 was not put an end to this promotional policy as indicated in Ex. M3. It has nothing to do with the agreement dated 1-4-1979 under Ex. M2 the employees who were promoted in the year 1979 are given benefit of 1983 promotion policy also. Therefore the Visakhapatnam Port Trust authorities as cannot say that by virtue of Ex. M3 revised promotional policy the previous policy lapsed or discontinued. Looked from any angle there are no merits on the decisions of the Management on this aspect. The evidence of M.W. 1 that there is no additional workload warranting for additional post in Grade III is only an after-thought. When there is specified agreement which is imple-

mented for giving promotional opportunities to the existing workmen in all trades, if it is not implemented in G.H.C. In order to implement the ratio the Management is bound to create sufficient Grade III posts. In other words they have to be filled in from the qualified and experienced Khalasis who are seniors having put in the required eligibility tests. The lists of the same must be prepared and promoted. On a careful consideration I hold that the reference is properly made and that from the seniormost Khalasis of the Electrical Overhauling Section of Electrical Maintenance of Chief Mechanical Engineer Department who passed the trade test must be given promotion for filling up 13 more Grade III posts Fitter to maintain the agreed ratio 1 : 1 of Grade II and Grade III categories with other benefits from 1-4-1979. The issue is answered in favour of the workmen.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 30th day of August, 1985.

Sd/- Illegible,  
Industrial Tribunal

#### Appendix of Evidence

Witnesses Examined  
for the Workmen:

W.W. 1—A. Rahaman

Witnesses Examined  
for the Management:

M.W. 1—Y. Bhadrachalam

Documents marked for the Workmen:

Ex. W1—True Copy of the Minutes of meeting of the Chairman, Visakhapatnam Port Trust with the representatives of Visakhapatnam Harbour and Port Workers' Union, Visakhapatnam Port Employees Union and National Port Trust Employees Union held on 10-4-79 and 11-4-79.

Ex. W2—Representation dt. 19-11-82 made by A. Rahaman, General Secretary, Port and Dock Employees' Association to the Assistant Labour Commissioner (C) Government of India, Port Area, Visakhapatnam with regard to implementation of Ratio's in Electrical Maintenance Section of Chief Mechanical Engineer Department in Visakhapatnam Port Trust.

Ex. W3—Letter dt. 20-12-82 addressed by the Asstt. Labour Commissioner (C), Visakhapatnam, to the General Secretary Port and Dock Employees Association, Visakhapatnam-2 with regard to implementation of ratios in Electrical Maintenance Section of Mechanical Department of Visakhapatnam Port Trust.

Ex. W4—True Copy of the further comments of the Port Trust in the dispute relating to implementation of Ratios in Electrical Maintenance Section of Mechanical Department of Visakhapatnam Port Trust.

Ex. W5—Minutes of failure of Conciliation Proceedings held on 5-7-83 before the ALC(C), Visakhapatnam between the Management of VPT and Port and Dock Employees Association over alleged non-implementation of Ratios in Electrical Maintenance Section.

Ex. W6—Failure of Conciliation Report dt. 30-7-83 between the Management of Visakhapatnam Port Trust and their Workmen represented by Port and Dock Employees Association over implementation of ratios in electrical Maintenance Section of C.M.D. Department.

Documents marked for the Management

Ex. M1—D.O. No. PW/PEC-45/60, dt. 28-1-81 from Government of India, Ministry of Shipping and Transport, New Delhi to Sri T. H. Prasad Chairman, Visakhapatnam Port Trust, with regard to restricting the promotional cadres in 1981.

Ex. M2—Minutes of the Meeting of the Chairman, Visakhapatnam Port Trust with the representatives

of the V.H. & P.R. Union, V.P.E. Union and N.P.T.E. Union held on 20-7-1978

Ex. M3—True Copy of Minutes of the meeting of the Dy. Chairman, V.P.T. held with the representatives of V.P.S. Union, V.R. & P.W. Union and the M.P.T.E. Union on 21-11-83 and 23-11-83.

Dated :19-9-85.

J. VENUGOPAL RAO, Presiding Officer.

[No. L-34012/5/83-D.IV(A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 16 अक्टूबर, 1985

का. आ. 5097.—केंद्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) को धारा 16 (1) के अनुसरण में, श्री एम. एम. माथुर के स्थान पर श्री एस. डी. भट्टाचार्य, आई. ए. एण्ड ए. एस. को 18 सितम्बर, 1985 के पूर्वाह्न से राशानी कादेश जारी होने तक विलीय सलाहकार एवं मुख्य लेखा अधिकारी, कर्मचारी राज्य बीमा निगम के रूप में नियुक्त करती है।

[संख्या ए. 12026/1/85-एस. एस. 1]

चित्रा चोपड़ा, निदेशक

New Delhi, the 16th October, 1985

S.O. 5097.—In pursuance of section 16(1) of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government appoints Shri S. D. Bhattacharya, IA & AS as Financial Adviser and Chief Accounts Officer, Employees' State Insurance Corporation, with effect from the forenoon of the 18th September, 1985, until further orders vice Shri M. M. Mathur.

[No. A-12026/1/85-SS.1]

CHITRA CHOPRA, Director

नई दिल्ली, 16 अगस्त, 1985

का. आ. 5098.—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स लोक नाथ शीपिंग एण्ड क्लीयरिंग एजेंसी 2, क्लाइव घाट स्ट्रीट (थर्ड फ्लोर रूम नं. 2) कलकत्ता-1 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा -1 को उपधारा-4ट द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध स्थापन को लागू करती है।

[स. एम-35017/92/85-एस. एस.-2]

New Delhi, the 16th August, 1985

S.O. 5098.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Loknath Shipping and Clearing Agency-2, Clive Ghat Street (3rd Floor, Room No. 2) Calcutta-1 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35017(92)85-SS. III]



का. आ. 5099.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स परफेक्ट डाईज एण्ड टूल्स, परफेक्ट भवन, जंगल मंगल रोड, भण्डुक, बम्बई-78 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35018/14/85-एस.एस.-2]

S.O.5099.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Perfect Dies and Tools, Perfect Bhavan, Jungal Mangal Road, Bhandup, Bombay-78 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35018/14/85-SS.(II)]

का. आ. 5100.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फेयर टाग प्रिंटिंग इन्क्स (प्रा.) लि. पी. ओ., आर गोपालपुर, मोन्डालगन्धी, वि. आई. पी. रोड, 24, परगना, वेस्ट बंगाल, और 141/1 सी, लेनिन सारानी, कलकत्ता-13 में स्थित सिटी आफिस नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35017/93/85-एस.एस.-2]

S.O. 5100.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fair Tag Printing Inks (P) Ltd., P.O.R. Gopalpur Mondalganthy V.I.P. Road, 24-Parganas, West Bengal including its City Office at 141/1C Lenin Sarani, Calcutta-13 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35017/93/85-SS. II]

का. आ. 5101.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पोलोटिक इंजीनियर्स मोना बाबा क्रॉस रोड, मोरेगांव (ईस्ट), बम्बई-63 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35018/15/85-एस.एस.-II]

S.O. 5101.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Polytek Engineers, Sonawala Cross Road, Goregaon (East), Bombay-63 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35018/15/85-SS. II]

का. आ. 5102.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेरामेक सोल्वेंट्स, 46, कलाकशेट्रा रोड, थांगल पाट्टाई, मद्रास-600041 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/377/85-एस.एस.-2]

S.O. 5102.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Seramec Solvents, 46, Kalakshetra Road, Thangal Pattai, Madras-600041 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/377/85-SS. II]

का. आ. 5103.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बा लाज साइज प्राइमरी एग्रीकल्चर क्रेडिट को-ऑपरेटिव सोसाइटी लिमिटेड, माईया कस्बा, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/378/85-एस.एस.-2]

S.O. 5103.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Large Sized Primary Agricultural Credit Co-operative Society Ltd., Mandya Kasaba, Karnataka have agreed that the Provisions of the

Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/378/85-SS. II]

का. अ. 51041.—केन्द्रीय सरकार का यह प्रतीत होता है कि मैसेज आर्सिकेरा कस्बा व्यवासया सेवा सहकारी सघ नियमित पारसिके 573103, धर्माटक नामक स्थापन के संघ निर्योजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एम-35019/379/85 एम. एस.-II]

S.O. 5104.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Arsikera Kasba Vyavasaya Seva Sahakara Sangh Niyamitha Arsikere-573103-Karnataka have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment:

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/379/85-SS. II]

का. अ. 5105.—केन्द्रीय सरकार का यह प्रतीत होता है कि मैसेज सेवक पब्लिकेशन (प्रिन्टिंग विविजन न. 25, नार्थ मद्रास गली, तिरुवानमियूर मद्रास-41) और इसका स्वतन्त्र ब्रांच न. 27, बेगम साहिब तीसरी गली माउन्ट रोड, मद्रास-2 नामक स्थापन के संघ निर्योजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एम-35019/380/85 एम. एस.-II]

S.O. 5105.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sevak Publications (Printing Division) No. 25, North Mada Street, Thiruvanniyur Madras-41 including its Adm. office at No. 27, Begum Sahib, 3rd Street, Mount Road, Madras-2 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment:

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the

Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/380/85-SS. II]

का. अ. 5106.—केन्द्रीय सरकार का यह प्रतीत होता है कि मैसेज टैब स्टील्स एण्ड ट्यूब्स, 203, पिल्लयार कोयल स्ट्रीट, मद्रास-600050 नामक स्थापन के संघ निर्योजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/381/85-एस.-II]

S.O. 5106.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Tab Steels and Tubes, 203, Pillayar Koil Street, Madras-60005 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment:

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. 35019/381/85-SS. II]

नई दिल्ली, 14 अक्टूबर 1985

का. अ. 5107.—केन्द्रीय सरकार का यह प्रतीत होता है कि मैसेज शा राजमल कुशलराज भण्डारी, 51, राजेन्द्रगंज रायचूर, कर्नाटक नामक स्थापन के संघ निर्योजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एम-35019/388/85-एम.-II]

New Delhi, the 14th October, 1985

S.O. 5107.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sha Rajmal Kushalraj Bhandari, Cotton Merchants, 51, Rajendrananj, Raichur, Karnataka have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment:

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/388/85-IA-II]

का.आ. 5108.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गुरुराज इंजीनियरिंग वर्क्स (प्रा.) लिमिटेड, एम.सी.ओ. फेज-1, पटानचेरु, मेदाक कस्बा, पिन-502319 और उनका विद्यानगर, हैदराबाद-500044, स्थित शाखा नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35018/367/85-एम.एस.-II]

S.O. 5108.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gururaja Engineering Works, 6-A, I.D.A. Phase-I, Patancheru, Medak Distt. Pin-502319 including branch at Vidyanagar, Hyderabad-500044 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S 35019(367)85-SS. II]

का.आ. 5109.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स करोफता इंजीनियरिंग (प्रा.) लिमिटेड, एम.सी.ओ. 55, मध्या मार्ग, सेक्टर-26, चण्डीगढ़ नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-14 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/367/85-एम.एस.-II]

S.O. 5109.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krofta Engg. Private Limited SCO, 55, Madhya Marg, Sector-26, Chandigarh have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/366 85-SS II]

का.आ. 5110.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एक्स एल ओ. जी इन्फ्यू बी. वॉर्डन प्राइवेट लिमिटेड प्लाट नं. सी.-12 एडिगल नामक इन्डस्ट्रियल एरिया अम्बाद, नासिक राजि ब्राफिस दम्बई स्थित नामक स्थापन के संबंध नियोजक और कर्मचारियों

की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-1 (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35018/13/85-एम.एस.-2]

S.O. 5110.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs XLO-GWB Cardon Shafts Ltd. Plot No. C-12, Additional Nasik Industrial Area, Ambad Nasik, including its regd. office in Bombay, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018/13/85-SS. II]

का.आ. 5111.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोपी नाथ कन्स्ट्रक्शन, केयर आफ वीमनि कन्डप्रभा 1 पाराडे उपल फालिया, मदान जम्पारोड, वाडोदरा-1 नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-1 (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/375/85-एम.एस.-2]

S.O. 5111.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gopinath Construction Co. Smt. Chandra-prabha 1, Pandya Upla Falia, Madan Zamna Road, Vadodara-I have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions and the said Act to the said establishment.

[No. S-35019/375/85-SS. II]

का.आ. 5112.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नावली मैस कम्पनी 53/57, लक्ष्मी इन्डोरेन्स बिल्डिंग, सर पी. एम. रोड, वाडोदरा-1 और इसकी कटका और नन्द में स्थित शाखा नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-1 (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35018/12/85-एम.एस.-2]

S.O. 5112.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Savli Gas Company, 53/57, Laxmi Insurance Bldg., Sir P. M. Road, Bombay-1 including its branches at Cuttack and Nanded have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018/12/85-SS. II]

का. आ. 5113.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वी स्कॉटिअ प्र.माम (इण्डिया) लि. 20, ब्रिटिश इण्डियन स्ट्रीट, कलकत्ता-69 नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35017/90/85-एम.एस.-2]

S.O. 5113.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Scottish Assam (India) Ltd., 20, British Indian Street, Calcutta-69 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/90/85-SS. II]

का. आ. 5114.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिम इंटरनेशनल ट्रेडिंग एन्टरप्राइजिज 280, बिपिन बिहारी गंगुली स्ट्रीट, कलकत्ता-12 नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/376/85-एम.एस.-2]

S.O. 5114.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shiv Construction Co., 16-C, Mehsana Nagar Society, Nizampura, Baroda have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/376/85-SS. II]

का. आ. 5115.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओक स्टेल एण्ड सर्विजिज प्रा. लि. नं. 8, 18वीं मंजिल 33-ए, चौरंगी रोड, कलकत्ता-71 और इसकी बम्बई, न्यू दिल्ली और मद्रास में स्थित शाखाएं नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध अधिनियम, उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35017/91/85-एम.एस.-2]

S.O. 5115.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Arkay Sales and Services Private Ltd. No. 8, 18th Floor 33A, Chowringhee Road, Calcutta-71 including its branches in Bombay, New Delhi and Madras have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/91/85-SS. II]

का. आ. 5116.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंटरनेशनल ट्रेडिंग एन्टरप्राइजिज 280, बिपिन बिहारी गंगुली स्ट्रीट, कलकत्ता-12 नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35017/89/85-एम.एस.-2]

S.O. 5116.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs International Trading Enterprises 280, Bipin Behary Ganguly Street, Calcutta-12 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/89/85-SS. II]

का. प्रा. 5117.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सी सेंट्रल रेलवे इम्प्लोईज होल् सेल कन्ज्यूमर्स कापरेटिव स्टोर लि., जबलपुर और इसकी कटनी में स्थित शाखा नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[ग. एम.-35019/369/85-एस. एम.-2]

S.O. 5117.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Central Railway Employees Wholesale Consumer's Co-operative Store Ltd., Jabalpur including its branch at Katni have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952) should be made applicable to the said establishment

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/369/85-SS. II]

का. प्रा. 5118.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ग्राफिक्स एंड कम्युनिकेशन्स कॉर्पोरेशन, 186, सिडको इंडस्ट्रियल इस्टेट अंबातूर, मद्रास-600098 नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/370/85-एस. एम.-2]

S.O. 5118.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Graphics and Communications Corporation, 186, Sidco Industrial Estate, Ambattur, Madras-600098 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/370/85-SS. II]

का. प्रा. 5119.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्वास्तिक व्हीलर्स, 12-बी., आर्कोट रोड, मद्रास-602104 नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

985 GI—19

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[संख्या एस.-35019/371/85-एस.एम.-2]

S.O. 5119.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Swastick Wheelers, 12B, Arcot Road, Madras-602104 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/371/85-SS. II]

का. प्रा. 5120.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ट्रेडिंग्स इन्जीनियर्स (सर्विस सेंटर) 30, नाजफगढ़ रोड, नई दिल्ली-15, नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/372/85-एस. एम.-2]

S.O. 5120.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Trading Engineers (Service Centre), 30, Najafgarh Road, New Delhi-15 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/372/85-SS. II]

का. प्रा. 5121.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिस्मि मोर्बा एण्ड छोड भाई, पोस्ट बाक्स नं. 1056, चावनी चौक, दिल्ली-8, नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम.-35019/373/85-एस. एम.-2]

## अनुसूची

S.O. 5121.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bilimoria and Chhotu Bahi, Post Box No. 1056, Chandni Chowk, Delhi-6 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019/373/85-SS II]

का. आ. 5122.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विद्युत अग्नि मार्केटिंग एण्ड इंजीनियरिंग सर्विसेस, सैकण्ड एन्ज्यू, ब्लाक ए-8 (पुराना नं. 3197) अन्ना नगर, मद्रास-600102 कामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/374/85 एस. एस-2]

S.O. 5122.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vidyut Agni Marketing and Engg. Service, 2nd Avenue Block A-8, (Old No. 3197) Anna Nagar, Madras-600102 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/374/85-SS. II]

का. आ. 5123.—मैसर्स मिश्रा धातु निगम लिमिटेड, सुपरग्रहाय प्रोजेक्ट, डाकघर कंठन बाग, हैदराबाद-500258 (ए. पी./3986) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पक्क अविश्रय या प्रीमियम का सन्धाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीम के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्धाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों सन्धाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

6 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्धाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धाय रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्धाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और अहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुमितयुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवय में किए गए किसी व्यक्तिकम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उनका स्कीम के अंतर्गत होते, बीमा फायदों के संवय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संवय उत्तरदायित्व से और प्रत्येक वशा में हर प्रकार से पूर्ण राशि को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[स. एस-35014/219/85-एस.एस.-4]

S.O. 5123.—Whereas Messrs Mishra Dhatu Nigam Limited, Superalloys Project, P.O. Kanchan Bagh, Hyderabad-500258 (AP)3986 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution on payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/219/85-SS. IV]

का. बा. 5124.—मैसर्स बेलारपुर इण्डस्ट्रिय लिमिटेड पेपर डिपोजिट पेपर मिल्स, यूनिट श्री गोपाल, डाकघर-यमुना नगर, जिला-अम्बाला (पी एस/11) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी विधिवि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;



और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अर्थात् या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी विशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तावितियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक प्रविष्य निधि आयुक्त हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रारंभ का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी प्रविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की प्रविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नामांतरण करेगा और उसकी बाधित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक प्रविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक प्रविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रदान करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्ययगत हो जाने बिना जमा है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संदाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014/216/85-एस. एस-4]

S.O. 5124.—Whereas Messrs Ballarpur Industries Limited, Paper Division, Paper Mills, Unit Shree Gopal, P.O. Yamuna Nagar, District-Ambala (PN11) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution on payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insu-



rance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employee; under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heir, of the deceased member

entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/216/85-SS. IV]

का.भा. 5125—मैसर्स मैजिस्टिक वाटर्स लिमिटेड, कार्पिंग डिवीजन, 730, इण्डियन गवर्नमेंट, सुविधाना (पं. एन./10216) (जिसमें इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिनियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निषेध सहमति बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक भास की समिति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निधम को संबल करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, तो उक्त स्कीम के अधीन अनुभूत है ।

7. समूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक़्त में संदेय होती, जब वह उस स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों के प्रतिभार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. समूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संस्थापन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत काम में, उन मूल सवस्वियों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती तो उस स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक वक़्त में हर प्रकार से पूर्ण दावे की प्रकृति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एच-35014/217/85-एच.एस-4]

S.O. 5125.—Whereas Messrs Majestic Auto Limited, Casting Division, 730, Industrial Area-B, Ludhiana (PN10216) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) :

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) :

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/217/85-SS. IV]

का. आ. 5126.—मैसर्स एन. जी. ई. एफ. लिमिटेड, कलकत्ता सेल्स ऑफिस, 7-बी, मिडिलटोन स्ट्रीट, कलकत्ता (डब्ल्यू. बी/15731) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (3क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहमद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करके हुए और इसे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के गबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके दस्तगंत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के भूतला-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन का भविष्य निधि का पहले हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से मे कम है जो कर्मचारी की उस दशा में सन्दाय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पट्टी अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी भी कारण से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालियों को व्यवस्था हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय से किए गए किसी व्यवधान का उद्देश्य यह, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अस्तित्व होने, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा, निगम, बीमा-उन राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्काल और प्रत्येक दशा में हर प्रकार से पूर्ण दावे का प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/212/85-एस.एन-4]

S.O. 5126.—Whereas Messrs N.G.E.F. Limited Calcutta Sales Office, 7B Middleton Street, Calcutta-71 (WB/15731) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are,

without making any separate contribution on payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) :

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/212/85-SS. IV]

का. आ. 5127.—मैसर्स वि. एम. पी. दुग्ध महामंडल सहकारी मर्यादित, गुरु तेग बहादुर कॉम्प्लेक्स, रोशनपुरा, टी.टी. नगर, भोपाल (म. प्र./3477) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिधाय या प्रीमियम का समुदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप महामंडल बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को मीन वर्ग की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में त्रिवेणीक प्रादेशिक भविष्य निधि अधिनियम मध्य प्रदेश को गैसी विवरणियां भेजना और गैसी लेखा रखना तथा

निरीक्षण के लिए ऐसा सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी नवविध निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की नवविध निधि का पक्ष है सदस्य है उसकी स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी भागत आवश्यकता-प्रिमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनु-मेव हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक नवविध निधि आयुक्त मध्य प्रदेश के पूर्ब अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो अर्थात्, प्रादेशिक नवविध निधि आयुक्त, अपना अनुमोदन देने से पूर्ब कर्मचारियों को अपना दृष्टि कोण स्पष्ट करने का सुविधायुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अमकाल रूझता है, तो पॉयसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिथम की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक वृत्ति में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/213/85-एस. एस-4]

S.O. 5127.—Whereas Messrs The M. P. Dugdha Mahasangha Sahakari Maryadit, Guru Teg Bahadur Complex, Roshanpura, T. T. Nagar, Bhopal (M.P.) 3477) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution on payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/213/85-SS. IV]

का. आ. 5128.—मैसर्स एस्कोर्ट्स ट्रान्समिशन लिमिटेड, 45-इण्डस्ट्रियल एरिया, करीबाबाद (हरियाणा) (पी. एन./1750-बी) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (52 का 19) जिसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी एक अभिदाय या प्रीमियम का गन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निधिग्रहण महामंडल बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत जर्नलों का प्रयोग करने हुए और इनसे उपलब्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रयोजन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविश्वास प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक भाग की समाप्ति के 15 दिनों के भीतर मन्त्राय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना (विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का मन्त्राय, लेखाओं का अन्तरण, निरीक्षण प्रभावों मन्त्राय आदि भी है), होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्वित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वित रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सन्वित होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्वाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्वक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह सके हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह छूट रह को आ सकता है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पारिसी को व्यपगत हो जाने दिया जाता है तो छूट रह का जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित विधिक वारिसों को उस राशि का संवाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण बाव की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[स. एच. 35014/215/85-एस. एस.-4]

S.O. 5128.—Whereas Messrs Escorts Transmission Limited, 45, Industrial Area, Faridabad (Haryana) (PN/1750-B) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir or nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employee of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/215.85-SS. IV]

का. आ. 5129 :—मैसर्स क्लेमान प्रोसेलैन्स लिमिटेड, 1-11-251/21 ए, प्रकाशम नगर, हैदराबाद-500016 (आ. प्र./13408) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिवास या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी मिसेज सहस्रद्वय बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभवे हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाख्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त-आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेंगी और ऐसी लेखा रखेंगी तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगी जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन

उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभवे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्वेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो सके, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करते हुए सुनित्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है, छोड़ नही रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न भी गई होती तो उक्त स्कीम के सम्पत्तित होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उन राशि का सन्दाय तत्परता से और प्रत्येक वर्षा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्य एम. 35014/215/85-एस. एस.-4]

S.O. 5129.—Whereas Messrs Klayman Procelains Limited, 1-11-251/21a, Prakasham Nagar, Hyderabad-500016 (AP/13408) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution on payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the



Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer, fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/218/85-SS. IV]

का. प्रा. 5130:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 अक्टूबर, 1985 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 का उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

उत्तरी आर्कोट जिले के गुडियटम तालुक में पेर्नम्बुट, क्षेत्र जिसमें पेर्नम्बुट जोदीकम्मवारापल्ली चिन्नदामालचेरुवु और एरिकुट्टी के राजस्व ग्राम शामिल हैं।

[संख्या एस.-38013/19/85-एस. एस. I]

S.O. 5130.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 15th October, 1985 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of sections 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely:—

The area of Pernambut comprising the revenue villages of Pernambut, Jodikammavarapalli Chinnadamalcheruvu and Erikutti in Gudiyattam Taluk in North Arcot District.

[No. S-38013/19/85-SS. I]

नई दिल्ली, 16 अक्टूबर, 1985

### अधिसूचना

का. धा. 5131 :—मेसर्स जिन्दल एल्युमिनियम लिमिटेड, 16 के. एम्. तुमकुर रोड, बंगलूर—( के. एन. /3666 ) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 ( 1952 का 19 ) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रज्ञासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाव, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका तुरन्त नाम दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से

कम है जो कर्मचारी को उस घटा में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले करना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारिख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम को दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई हो तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का संवाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/221/85-एस. एस.-4]

New Delhi, the 16th October, 1985

S.O. 5131.—Whereas Messrs Jindal Aluminium Limited, 16th K. M. Tumkur Road, -Bangalore-73 (KN/3666) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/221/85-SS. IV]

का. आ. 5132 :—मैमर्स श्री रामाकृष्ण मिस्स ( कोयम्बतूर ) लिमिटेड, पी. बी. नं. 2007, गंगापति पोस्ट, कोयम्बतूर-641006 ( टी. एन./298 ) ( जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है ) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 ( 1952 का 19 ) ( जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है ) की धारा 17 की उपधारा ( 2क ) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहमद बीमा स्कीम 1976 ( जिसे इसके पश्चात् उक्त स्कीम कहा गया है ) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा ( 2क ) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपायय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि वायुक्त समित्वनाडू, ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार उक्त, अधिनियम की धारा 17 की उपधारा ( 3क ) के खण्ड ( क ) के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रभावत में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन दिया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी मासिक आयुष्मक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य देती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी विधिक वारिस/नामनिर्देशित की प्रतिभार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तामिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को रद्दगम हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/220/85-एस. एस.-4]

S.O. 5132.—Whereas Messrs Sri Ramakrishna Mills (Coimbatore) Limited, P.B. No. 2007, Ganapathy Post, Coimbatore-641006 (TN)298 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee

been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/220/85-SS. IV]

New Delhi, the 16th October, 1985

#### CORRIGENDUM

S.O. 5133.—In the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour) No. S.O. 59, dated the 20th December, 1984 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 5th January, 1985, in para 3, in line 2 of the Schedule for "Group Insurance Scheme" read "Life Cover Scheme".

[No. S-35014/159/84-SS. IV]

का. आ. 5134.—मैसर्स एमोनिगटेड सीमेंट कंपनी लिमिटेड, भूनेन्द्र सीमेंट वर्क्स, डाकघर-श्री. सो. डह्यू, सूरसपुर (433301), जिला अम्बाला (पी. यू./1) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1953 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 का उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम का जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे

कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुमेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3931 तारीख 6-11-1982 के अनुसरण में और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 27-11-1985 से तीन वर्ष की अवधि के लिए जिसमें 26-11-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्न अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा निम्न तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वजह से, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित / विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दश में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/235/82 पी एफ-II/एस एस-4]

S.O. 5134.—Whereas Messrs Associated Cement Companies Limited Bhupendra Cement Works, P.O. B.C.W.-Surajpur (133301) District Ambala (PU/1) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3901 dated the 6-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-11-1985 upto and inclusive of the 26-11-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section

17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this

exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/235/82.PF.II/SS. IV]

का. आ. 5135.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (4) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मध्य प्रदेश स्टेट टेक्स्टाइल कारपोरेशन लिमिटेड, भोपाल और इसकी शाखाओं को, भारत सरकार के तत्कालीन श्रम और पुनर्वासि मंत्रालय (श्रम विभाग) की अधिसूचना संख्या का. आ. 2080 तारीख 18 अप्रैल, 1983 द्वारा उक्त अधिनियम की धारा 17 की उपधारा (2क) के अधीन प्रदान की गई छूट को तत्काल प्रभाव से रद्द करना है।

[संख्या एस-35014/71/83-गफर्प/जी/एसएस-IV]

S.O. 5135.—In exercise of the power conferred by clause (c) of sub-section (4) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds with immediate effect the exemption granted to Messrs Madhya Pradesh State Textile Corporation Limited, Bhopal and its branches under sub-section (2A) of Section 17 of the said Act by the notification of the Government of India in the late Ministry of Labour and Rehabilitation, (Department of Labour) No. S.O. 2080 dated the 18th April, 1983.

[No S-35014/71/83-FPG/SS. IV]

का. आ. 5136.—मैसर्स शा बालेम एण्ड कम्पनी लिमिटेड (पश्चिम बंगाल/5027) और उसकी सहयोगी कम्पनियाँ, 4-बैंकनाम स्ट्रीट-कलकत्ता (प. बंगाल/1645) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों में अधिक अनुकूल हैं जो उन्हें कर्मचारी-निर्देश सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 734 तारीख 17-12-1983 के अनुमरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 29-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 28-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा

तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति कर्मचारियों की बहुसंख्या का भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पश्चिम बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम क उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल नदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अर्जों आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिकारियों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे का प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।  
[संख्या एस-35014/237/82-प.एफ.-II/एफ. एस.-4]

ए. के. भट्टराई, अवर सचिव

S.O. 5136.—Whereas Messrs Shaw Wallace and Company Limited, (WB/5027) and its Associated Companies, 4, Bankshall Street, Calcutta (WB/1645) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 734 dated the 17-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-1-1986 upto and inclusive of the 28-1-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/357/82-PF.II/SS.IV]

A. K. BHATTARAI, Under Secy.